



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

HOMELAND SECURITY SURVEILLANCE PROJECT

CATS TORFP PROJECT NUMBER J05B6200011

**MARYLAND DEPARTMENT OF TRANSPORTATION
Maryland Transit Administration**

ISSUE DATE: May 11, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.

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| TORFP NAME: | Homeland Security Surveillance Project |
| FUNCTIONAL AREA: | Functional Area 6 –Systems/Facilities Management and Maintenance |
| TORFP ISSUE DATE: | May 11, 2006 |
| Closing Date and Time: | 10th June 2006 at 12.00 p.m. |
| TORFP Issuing Office: | Maryland Transit Administration Department of Systems and Equipment Engineering |
| Questions and Proposals are to be sent to: Questions must be submitted no later than 7 working days prior to TORFP closing date | Mr. John Cousins, Manager, Contract Administration Office Phone: (410) 767 3359 FAX: (410) 333 4810 Email: Jcousins@mtamaryland.com MDOT Contracts Manager – Peter Arrey Email: parrey@mdot.state.md.us MDOT Contracts Administrator – Carl Stein Email: cstein@mdot.state.md.us |
| TO Procurement Officer: | Mr. John Cousins, Manager, Contract Administration Office Phone: (410) 767 3359 FAX: (410) 333 4810 Email: Jcousins@mtamaryland.com |
| TO Manager: | Ms. Tammi Bolden, Manager, Systems and Equipment Engineering Office Phone: (410) 767 3332 FAX: (410) 333 4810 Email: Tbolden@mtamaryland.com |
| Project Number: | J05B6200011 |
| TO Type: | Fixed price |
| Period of Performance: | Twenty seven (27) Months |
| MBE Goal: | 30 % |

| | |
|---|---|
| Primary Place of Performance: | Maryland Transit Police Training Division, 6100 Wabash Avenue, Baltimore, MD 21215 |
| State Furnish Work Site and/or Access to Equipment, Facilities or Personnel: | Access to various MTA properties will be arranged in accordance with safety and other regulations. Details will be furnished to the successful Master Contractor. |
| TO Pre-Proposal Conference: | May 17, 2006 at 9:00 AM (see Attachment 5 for directions) |

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2. Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal. The order of precedence for this contract shall be: this Request for Proposal, the successful vendors Proposal, the signed Task Order Agreement pertaining to this project, and the CATS Master Contract.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the MTA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP J05B6200011. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP J05B6200011Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP J05B6200011Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services (DGS). A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at <www.eMarylandMarketplace.com>.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For

example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the MTA Systems Engineering Office, 7th Floor, 6 St. Paul St. Baltimore, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 9. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 10.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Transit Administration (MTA) is issuing this CATS TORFP for their Homeland Security Surveillance Project in order to acquire a Closed Circuit TV (CCTV) system that will provide effective surveillance of all MTA transit properties, including stations, platforms, parking lots, and vehicles. The CCTV surveillance system shall be based on existing proven technology and the use of freely available Commercial Off-The-Shelf (COTS) equipment. This CATS TORFP covers the initial deployment of a CCTV surveillance system to a limited number of MTA facilities, however the procured system shall be capable of easy and cost-effective growth toward a complete MTA-wide CCTV surveillance system.

2.1.2 AGENCY INFORMATION

The MTA is an entity charged with the task of providing public transportation services within the Baltimore metropolitan area. To accomplish this task, the MTA operates three rail transit modes, the METRO underground system, the Light Rail system, and the MARC heavy rail commuter system. The MTA provides rapid, efficient, and secure transportation through these various modes of operation. In addition to the rail systems, the MTA also operates an extensive bus transit system.

2.1.3 PROJECT BACKGROUND

The MTA requires a Homeland Security Surveillance system, based on a multi-site CCTV surveillance system. The system is required to provide effective surveillance over multiple MTA properties, with five (5) overall requirements to be satisfied:

- Deterrence of acts of terrorism.
- Protection of MTA customers.
- Protection of MTA property from unauthorized access.
- Comprehensive and authenticated incident recording.
- Seamless integration to State and Federal agencies.

The CCTV surveillance system procured under this TORFP shall provide the MTA with effective CCTV surveillance at:

- Station platforms, staircases, mezzanines, ticket barriers and outside entrances at eight (8) underground METRO stations.
- Station platforms, staircases, ticket barriers, and outside entrances at six (6) above ground METRO stations.
- Station platforms at four (4) Light Rail stations.
- Station platforms and outside entrances at two (2) MARC stations.

A central Police Monitoring Facility (PMF) is to be installed within an existing MTA building, and is to contain operator and supervisor consoles with display screens, and all necessary communication interfaces. The PMF

shall also contain the necessary Central Office Facility (COF) electronic data storage, system control, and communications equipment.

Communication capabilities and interfaces shall be based on Internet Protocols (IP), to allow interconnection of the MTA CCTV surveillance system with similar CCTV surveillance systems at other State of Maryland facilities, and other local, state, and Federal surveillance systems.

The CCTV surveillance system procurement includes:

- System design, including camera siting surveys and coverage designs.
- Procurement of all necessary systems and components.
- Installation of CCTV components at MTA locations.
- Testing and Acceptance testing of all installed components and systems.
- Training of MTA operational, maintenance, system administration, and system management staff.
- Provision of acceptable warranty terms.

The CCTV surveillance system shall be provided as a single prime Contractor turn-key project. Appropriate MBE participation in accordance with the terms and conditions of the Master Contract shall apply.

2.2 TECHNICAL REQUIREMENTS

2.2.1 SYSTEM REQUIREMENTS

2.2.1.1 Security and surveillance requirements

- a). Deterrence of acts of terrorism. This requirement is to be satisfied by monitoring of sensitive areas such as METRO platforms and portals, and Light Rail and MARC platforms. These cameras provide direct alerts in the case of boundary intrusion, or a left object on a platform. In the event of an incident alert occurring all incidents are recorded permanently.
- b). Protection of MTA customers. This requirement calls for the installation of CCTV cameras to provide surveillance of areas such as station mezzanine areas, staircases and elevator access, parking lots and access paths, and platforms such that MTA customers can gain greater security on entering or using MTA property. This requirement includes monitoring of station platforms and mezzanines, elevator and escalator monitoring, and ticket and vending machines. Generally, these are fixed point cameras, recording all passers by. These recordings are archived for later retrieval and perpetrator identification, as desired.
- c). Protection of MTA property from unauthorized access. This requirement entails the installation of surveillance cameras at areas where unauthorized personnel may attempt to gain access to MTA property, and then engage in robbery or vandalism of MTA property. Accordingly, CCTV cameras are installed at sites such as access gates to provide spot coverage, at watch points on peripheral fences to provide linear coverage, and with wide-angle cameras at critical areas such as rail yards. In addition to these outside cameras, CCTV cameras are mounted at storage room doors such that entry by unauthorized MTA personnel can be monitored. Both fixed and moveable Pan-Tilt-Zoom (PTZ) cameras, are installed, permanently recording all passers by.
- d). Comprehensive and authenticated incident recording. This requirement calls for the provision of a high quality camera image recording system. All camera images are recorded all the time. Depending upon the presence or absence of an incident, or some other factor, camera images are

either deleted after a period of time, or sent to local or remote archival storage for later forensic or other use.

- e). Seamless integration to State and Federal agencies. This requirements calls for the provision of a CCTV surveillance system that is capable of high speed interconnections to agencies and users outside the MTA. The existing effective firewall and protocol requirements shall be met. Further information is provided in Section 2.2.1.2 g).

2.2.1.2. Operational requirements.

- a). Communications requirements. The system will utilize the extensive fiber optic Gigabit Ethernet (GbE) capability of the MTA. This system is presently being extended throughout the subway tunnels, to all Light Rail stations, and to other MTA facilities such as maintenance yards. The system is designed as a ring system, with multiple cross modes and connectivity. The CCTV Surveillance system is required to operate using the TCP/IP protocol, such that all MTA users may connect into the system. Extensive network security protocols are in use, and all connected systems and system components are required to undergo extensive security checks to ensure that the system is impervious to outside attack. Details of these GbE firewall and protocol requirements shall be provided to the successful vendor after contract award.
- b). Storage and search requirements. The CCTV Surveillance storage system shall make use of readily available RAID or similar low-cost storage components. Image search and find systems shall be based on the use of a relational data base using commonly available software programs, such as Microsoft SQL.
- c). Interface requirements. Customer interfaces shall follow TCP/IP protocols, using standard COTS servers for connectivity.
- d). Administrative Interface requirements. User support connectivity requirements, internal (to the MTA) system interfaces, operating system and other features pertinent to the CCTV surveillance system environment shall be made available to the Contractor after contract award. The central computer system shall have the capability to handle all data communications functions in accordance with:
 - 1. All external computer communications functions shall meet MDOT Security protocols, and must be tested and certified by the MTA IT function prior to any activation with the MTA communication network.
 - 2. The central computer shall interface, via a LAN connection, to the existing MTA LAN network. The hub, bridge, and/or routing architecture shall interface with the existing MTA computer network. However, the MTA will be responsible at all sites for supplying the actual device (switch) that connects the hub to the existing MTA IT network.
 - 3. Provide a LAN that is non-proprietary conforming to IEEE 802 standards. LAN communications shall utilize TCP/IP. The MTA will ensure that the LAN will be TCP/IP compatible through Novell Network File System (NFS).
- e). Incident monitoring and recording. This requirement is to be satisfied by the installation of both short-term incident recording, and long-term archival storage of incident images in accordance with the following:

1. The video from each operating camera may need to be transmitted to the central MTA Police Monitoring Facility (PMF). At the PMF, dedicated MTA Police monitoring personnel will be able to view video from all the MTA cameras, wherever located. In addition, the PMF users have control (that is, priority control) of the PTZ function on cameras equipped with PTZ.
 2. Routine recordings of cameras providing protection to MTA customers and MTA property may be made at a reduced frame rate, typically five to ten frames per second (fps). Incident recordings from deterrent cameras may be made at a faster frame rate of 20-30 fps. The Contractor shall determine the most satisfactory frame rates, camera resolutions, and compression techniques that best result in the most efficient communications and storage systems. The result of this determination shall be provided to the MTA in the response to this SOW.
 3. All incident recordings are automatically transmitted to a central site for immediate examination and long-term archival storage. Each individual image shall be indexed and catalogued. The indexing, cataloguing, and storage software shall be equivalent in performance and function to the software suite available from Aralia Systems, Inc., 900 Third Avenue, New York, NY 10022 (Aralia) and known as the "ilex®" system. The Aralia WEB page may be found at <www.araliasystems.com>
 4. All video images shall be "water-marked" to prove authenticity.
 5. The Contractor may elect to use either a centralized or a distributed storage system. In either case, the Contractor shall calculate the anticipated loading of the GbE link, and the anticipated size of the resultant central storage system and any distributed storage system. The result of this calculation shall be provided to the MTA in the response to this SOW.
 6. A brief description of the proposed storage system shall be provided to the MTA in the response to this SOW, together with a description of the image entry and retrieval capabilities. The proposed storage system shall be of sufficient capacity to handle the image storage requirements proposed for the sites detailed in this SOW, plus 50% spare capacity. Also, later expansion of the storage capacity to 200% of the installed capacity shall be straightforward, with no major replacement of any component equipment provided under this SOW. A description of the expansion capabilities of the proposed storage system shall be provided to the MTA in the response to this SOW.
 7. Each MTA operating agency, and its sub-offices, shall have full monitoring facilities of the CCTV cameras associated with the respective user. Thus, for example, the METRO security camera pictures are available to the MTA Operations Control Center (OCC) at Eutaw Street, Baltimore. The only restriction on these remote users is that the PTZ function is subject to be overridden by the MTA police.
 8. The entire set of MTA video images shall be available to any MTA user with access to the MTA Intranet. Appropriate access authority codes and access limitations will be made available to the Contractor after contract award..
- f). Image search, retrieval, and forensic analysis. The system shall provide a means of rapidly identifying salient characteristics of a particular image (for instance, the color of a hat) recorded by any camera in the system. The system shall be capable of rapidly searching through the entire set of images recorded throughout the entire CCTV surveillance system to determine whether the same salient characteristic is visible on any other image from any other camera. Time constraints and

salient characteristics for the search shall be set by the operator. The forensic software shall be equivalent in performance and function to the forensic software suite available from Aralia known as the “Aster®” system.

- g). Seamless integration to State and Federal agencies. The CCTV surveillance system shall provide full integration of the MTA security system with the MDOT’s CHART system (the state-wide highway surveillance system) and through that, to all other Maryland State Agencies, such as the Maryland Emergency Management Agency (MEMA). The concept is that the MTA CCTV surveillance system, as represented by video images, is available to any properly authorized State or Federal Agency. The corollary is that authorized MTA personnel also have seamless access to video images from CHART, or any interconnected State or Federal agency. In effect, the MTA security system shall be an intrinsic part of the State and Federal security system.
- h). Security Requirements. The MTA CCTV surveillance system shall be fully secure. The following description is of the minimal security requirements, the Contractor may propose additional security features.
 - 1. The system shall use password authentication to enable only authorized users access to the system, and the stored video images therein. As the MTA incident records may be subject to depositions and other legal actions, access to the records may need to be limited to a “need to know” basis, whereas other video recordings, such as routine monitoring of the number of cars entering a parking lot on a given day or period, may not be on a “need to know” basis. These different procedures shall be developed, written, and promulgated as part of the documentation of the project.
 - 2. The entire MTA CCTV security system is subject to the requirements of the Homeland Security Act, and dissemination of the actual characteristics and capabilities of the system should be avoided to the greatest extent possible. Detailed information should be made available only on a “need to know” basis. Project documentation that includes sensitive information must include the following notice:

“ WARNING: This document may contain Sensitive Security Information that is controlled under 49 CFR Part 1520. Should it be determined that this document or any part thereof are indeed controlled under 49 CFR 1520, no part of this document should be released to any persons without a need to know, as defined in 49 CFR 1520, except with the written permission of the Administrator of the Transportation Security Administration, Washington, D.C. Unauthorized release may result in civil penalty or other action. For U.S. Government Agencies, public release is governed by 5 U.S.C 552.”
 - 3. Section 2.2.2.15 b). of this RFP contains information on the personnel security requirements that pertain to the CCTV surveillance project.

2.2.1.3 Essential Design Parameters.

- a). Precise camera capabilities and specifications shall be selected by the Contractor, based on site requirements, satisfaction of performance requirements, sensitivity, resolution, image size, coverage, and a comprehensive system design.
- b). Storage device or storage system capabilities and specifications shall be selected by the Contractor, based on site requirements, satisfaction of performance requirements, storage size, access speed, and a comprehensive system design.

- c). The CCTV surveillance system shall be capable of intruder detection and alarm by means of remotely adjustable guard boundaries and determination of object size or color. When applied to any specific door or area, it shall be possible to program the intruder alarms to be energized either by a routine such as night time hours only, or weekend days only, or by specific on/off command from the system operators. The intruder alarm software that provides these functions shall be equivalent in performance and function to the intruder alarm software suite available from Aralia known as the “iberis®” system.
- d). The CCTV surveillance system shall be capable of left object detection by means of remotely adjustable protected area size, and object size or color. When applied to any specific area, it shall be possible to program the left object alarms to be energized either by a routine such as night time hours only, or weekend days only, or by specific on/off command from the system operators. The left object system shall be a system that has been deployed and used in a similar environment to the MTA platforms. The left object detection software that provides these functions shall be equivalent in performance and function to the left object detection software suite available from Aralia known as the “iberis®” system.
- e). The proposed system shall be capable of rapid selection of pertinent characteristics of an object within any camera image from a particular site. The system shall then allow the operator to select other sites and determine whether, within a pre-set time frame, the same identified object appears.
- f). The cameras within the system are typically aimed at specific points and/or boundaries. In addition, fixed camera settings for details such as magnification (fixed zoom), aperture, color balance, and focus points shall be established for each individual camera. The responsibility for these actions should not be open to any MTA personnel, but should be limited only to authorized MTA personnel. These procedures shall be developed, written and promulgated as part of the documentation of the project. The management software that provides these functions shall be equivalent in performance and function to the system management software suite available from Aralia known as the “iberis®” system.
- g). Sixty (60) days after Notice To Proceed (NTP), the Contractor shall submit a Preliminary Design Review (PDR) document (CDRL#1) for approval by the MTA. Ninety (90) days after Notice To Proceed (NTP), and after receipt of the written approval by the MTA of the PDR, the Contractor shall submit a Critical Design Review (CDR) document (CDRL#2) for approval by the MTA. If the MTA deems necessary, the Contractor shall arrange for, and accompany, a visit by the MTA to existing operational sites, selected by the Contractor, to review actual performance of working systems. Procurement of any system component, as selected by the Contractor, shall not proceed until the MTA has formally approved the CDR document.
- h). The sources of the expert software used in the system that will be provided should be clearly identified in the SOW, together with any limitations or extra costs involved in later expansion or modification, and any 3rd party license requirements. If the MTA deems necessary, arrange and accompany the MTA to an existing operational system, selected by the Contractor, to review actual performance of a working software system.
- i). The MTA CCTV security system, when fully implemented will contain between 800 and 1500 cameras. To effectively manage and control this large number of cameras, an integrated System Management, Performance Monitoring, and Camera Control system is required. A full description of the Management, Monitoring and Control features of the proposed system shall be provided in the response to this TORFP. This Management, Monitoring and Control system shall, as a minimum, provide the following:

1. Assign access authorization codes at various levels such as operator, supervisor, and system administrator users of the system.
 2. Add, remove, and dispose facilities, cameras, and network arrangements to the overall management scheme.
 3. Set individual camera controls, such as frame rate, focus, and zoom settings.
 4. Establish Intruder Alarm boundaries for appropriate cameras.
 5. Allow camera images to be sent to third party software programs, such as advanced object detection programs.
 6. Monitor camera performance and provide alerts if a “blank screen” is observed.
- j). The Management, Monitoring and Control software that provides these functions shall be equivalent in performance and function to the management software suite available from Aralia known as the “iberis®” system.

2.2.1.4 Sub-Task Descriptions.

- a). General. The CCTV Surveillance system is to be installed at the PMF, and on METRO, Light Rail, and MARC platforms, access points, mezzanines, parking lots and other locations as determined necessary at each location. Access to MTA transit facilities is controlled, and appropriate Safety and Security regulations and practices apply. Section 2.2.2.15 of this RFP details Contractor requirements in this regard.
- b). Sub-Task 1: Design. The Contractor shall design the entire CCTV Surveillance system in accordance with the requirements of this TORFP. The Contractor shall participate in a Preliminary Design Review (PDR) and a Critical Design Review (CDR). The Contractor shall survey each installation location and develop an Installation Plan in accordance with the requirements of Section 2.2.2 b).
- c). Sub-Task 2: Police Monitoring Facility (PMF). A room within an existing building at the Reisterstown Plaza METRO station shall be modified to provide the PMF. Detailed floor plans and a suggested console layout shall be provided to the Contractor after contract award. The Contractor shall submit a Preliminary PMF Layout Plan at the time of Preliminary Design Review (PDR), and a Final PMF Layout Plan at the time of Critical Design Review (CDR) (CDRL#3). For proposal purposes, the following work description shall be used. The proposed room measures approximately thirty (30) feet by thirty (30) feet, with a ceiling height of nine (9) feet. The room floor has been fitted with raised computer decking, with a raised plinth for the Supervisor positions. Three sides of the room have extensive windows covered with drapes. Two access doors are provided, a main door and an emergency exit door. HVAC is provided within the entire building, and adequate AC power (with UPS back-up) is available. Within this facility, the following shall be provided:
 1. A raised computer flooring has been installed over the entire area. An area approximately thirty (30) feet wide and twenty (20) feet long is installed with a floor height of three (3) inches. An area approximately thirty (30) feet wide and ten (10) feet long is installed with a floor height of six (6) inches. The first area is for three (3) Operator consoles, and the second area is for one (1) Supervisor console.

2. Provide and install four (4) Operator consoles. The Operator consoles shall be functionally identical, and each of the consoles shall be configurable into either an Operator or a Supervisor console, essentially with the only difference being the level of access allowed. Three (3) consoles shall be mounted on the lower floor level, and one (1) on the upper floor level.
3. The consoles shall be of modular design with individual equipment modules built into the consoles such that each workstation component shall be easily accessible for service. Each of the consoles shall include four (4) displays, as follows:
 - The four (4) displays shall be mounted in a side-by-side arrangement integral to the console and capable of being raised vertically and tilted.
 - Each display shall be a 23" flat-panel configuration.
 - Each display shall be configurable for split-screen operation, where up to four (4) smaller images may be displayed on each display screen.
 - An accessible drawer or drawers shall be provided for forms, file folders, and other supplies.
 - The consoles shall be wheelchair accessible with clearances below the work surface of at least 26 inches vertically and 32 inches horizontally. At least 15 inches of horizontal clearance shall be provided between the knees of an operator seated at the console and any vertical obstruction in front of the seated operator. All edges and corners of the consoles shall be rounded. Visible surfaces shall have a matte finish to reduce glare
 - The console design shall permit the height and tilt of the keyboard supporting structure to be adjusted independent to the console work surface, with a maximum tilt adjustment of 20 degrees from the horizontal. The keyboard supporting structure shall be sized to accommodate the keyboard, a mouse and mouse pad, and a wrist rest/support pad.
 - Each console shall be provided with a minimum of four (4) unused 20 amp 110 VAC grounded outlets. All workstation wiring and cabling shall be neatly tied and bundled, and concealed as much as possible.
 - Each console shall be provided with a heavy-duty operator chair, designed for use in a 24-hour/day environment by different personnel. The chair shall be fully adjustable, and the seat shall adjust pneumatically from 16-1/2" to 20-1/2". The back shall have an adjustable lumbar support, a back angle adjustment, a seat tilt mechanism, and adjustable sloped arms. The base of the chair shall be configured with at least five (5) spokes, each with a swivel caster.
 - Each Dispatcher/Supervisor Workstation shall be provided with a wireless mouse and keyboard.
 - The console shall be equivalent in form, fit and function to the "Response" Sit-Stand consoles available from Evans Consoles, Inc., of 1616-27 Avenue North East, Calgary, AB, Canada T2E 8W4. The Evans WEB site may be found at <www.evansonline.com>

- The Contractor shall install the consoles at the PMF, in accordance with a lay-out and installation plan to be developed in conjunction with the MTA.
4. Provide and install a video wall display unit consisting of four (4) 50” Digital Light Processor (DLP) monitors. The monitors shall be equivalent in form, fit, and function to the 50” front access display cube model VS-50XLF20U available from Mitsubishi Digital Electronics America, Inc., 9351 Jeronimo Road, Irvine CA 92618. The Mitsubishi WEB site may be found at <www.mitsubishi-megaview.com> Provide appropriate controlling devices such that any image visible on any operator console can be duplicated on the large-screen display. The Contractor shall install the display at the PMF, in accordance with a lay-out and installation plan to be developed in conjunction with the MTA.
 5. Provide and install a color laser jet printer capable of producing high quality color photograph images, in accordance with a lay-out and installation plan to be developed in conjunction with the MTA. The color printer shall be equivalent in form, fit and function to the HP Model 5550N.
 6. Provide and install a LAN and associated equipment server configured to provide an interface between the consoles and the Central Office Facility, also located within the Reisterstown Plaza building (see Section 2.2.1.4.c).
 7. The MTA will provide a dedicated circuit breaker for each of the four (4) consoles, and the video wall display unit in accordance with the voltage and current requirements to be specified by the Contractor. The Contractor shall provide and install the necessary power cables and connections in accordance with a lay-out and installation plan to be developed in conjunction with the MTA.
 8. The requirements of the American Disability Act (ADA) shall apply to the design of the PMF and its component furniture, equipment, and accessories.
 9. Central Office Facility. A room adjacent to the PMF shall be modified to provide the Central Office Facility. Detailed floor plans shall be provided to the Contractor after contract award. The Contractor shall submit a Preliminary Central Office Plan at the time of PDR, and a Final Central Office Plan at the time of CDR (CDRL#4). For proposal purposes, the following work description shall be used. The proposed room measures approximately thirty (30) feet by seven (7) feet, with a ceiling height of nine (9) feet. The room is inside the building, and there are no windows. One access door is provided, a door leading to the PMF. A dedicated HVAC unit is provided within the room, and adequate AC power (with UPS back-up) is available.
 - A raised computer flooring has been installed over the entire area, with a floor height of three (3) inches.
 - The Contractor shall design, procure and install all that necessary central office equipment required to serve the functionality of the CCTV Surveillance system. The actual equipment descriptions, specifications, and installation details shall be in accordance with a lay-out and installation plan to be developed in conjunction with the MTA
 - One (1) System Administrator workstation shall be supplied, fitted with a 23” screen. This workstation shall be mounted on a desk to be supplied by the MTA.

- The Contractor shall design, procure and install the interface cables and devices to provide a connection between the Central Office Equipment and the switch or switches (provided by the MTA) that provide connectivity to the MTA GbE system.
- d). Sub-Task 3: Four (4) underground METRO stations. Provide and install cameras and associated peripheral and communications equipment at four (4) underground METRO stations. These four stations are:

Johns Hopkins Shot Tower Charles Center Lexington

1. At each of these METRO stations camera sites have been selected on a preliminary basis. After the contract has been awarded, the Contractor shall conduct an in-depth review of each station and design and provide a CCTV surveillance system with the appropriate number and placement of cameras at each station. Subject to this later review, it is estimated that each station might require:
 - Eight (8) to twelve (12) fixed cameras providing detailed coverage of the entire platform areas. These cameras will be also available for use for intrusion detection at the portals, and for use for left object detection.
 - Four (4) to six (6) PTZ cameras providing detailed coverage at critical platform access areas such as escalators, stairs, and elevators.
 - Four (4) to six (6) fixed cameras providing general surveillance of areas such as the mezzanine, and main entrances.
 - Two (2) PTZ cameras sited to provide detailed facial images at “must pass” areas, such as the ticket booth or booths.
2. At the underground station platforms, the cameras shall be located and oriented so as to provide:
 - Effective surveillance of the entire platform area.
 - Left object detection at those platform areas that the MTA designate to be protected. These selected areas may vary from station to station. The MTA would prefer that all platform cameras have a left object capability, such that the areas protected may be varied from time to time.
 - Intruder detection at those platform areas that the MTA designate to be protected. These selected areas may vary from station to station. The MTA would prefer that all platform cameras have an Intruder Detection capability, such that the areas protected may be varied from time to time. At each platform, a specific area that will always be protected will be the entrance gates to the tunnel portals. Intruder detection over the actual tracks (that is, a fallen passenger) would be desirable.
3. At the METRO operating center (OCC), the GbE communication system will send images from the new cameras to one (1) new 21” segmented display monitor (to be provided under this contract and delivered to the MTA at the PMF). The MTA will mount this display within existing furniture at the OCC.

4. The underground METRO stations are presently equipped with platform monitoring cameras, four (4) per station, that transmit images to the ticket booths at each station. These existing cameras are to be continued to be used in the manner they are now operating. However, after contract award the Contractor shall provide the MTA with a discussion on the practicality of re-using these existing cameras.
 5. Provide the interface cables and devices to provide a connection between the station equipment and the switch or switches (provided by the MTA) that provide connectivity to the MTA GbE system.
 6. The actual equipment descriptions, specifications, and installation mounts and details shall be in accordance with a Layout and Installation Plan to be developed in conjunction with the MTA (CDRL#5).
- e). Sub-Task 4: Four (4) METRO underground stations. Provide and install cameras and peripheral and associated communication equipment at a further four (4) underground METRO stations:

| | | | |
|--------------|-------|------------|-----------|
| State Center | Upton | Penn North | Mondawmin |
|--------------|-------|------------|-----------|

1. These four (4) stations shall be equipped in accordance with the requirements specified for Sub-Task 3, above, with the exception of item 2.2.1.4.d).3, the 21” display unit. However, the actual equipment descriptions, specifications, and installation mounts and details shall be in accordance with a Layout and Installation Plan to be developed in conjunction with the MTA (CDRL#6).

- f). Sub-Task 5. Provide and install cameras and peripheral and associated communication equipment at six (6) above ground METRO Stations:

| | | |
|------------------|---------------|--------------------|
| West Cold Spring | Rogers Avenue | Reisterstown Plaza |
| Milford Mills | Old Court | Owings Mills |

2. At each of these six (6) METRO stations camera sites have been selected on a preliminary basis. After the contract has been awarded, the Contractor shall conduct an in-depth review of each station and design and provide a CCTV surveillance system with the appropriate number and placement of cameras at each station. Subject to this later review, it is estimated that each station will require:
 - Six (6) to eight (8) fixed cameras providing detailed coverage of the entire platform area. These cameras will be also available for use for intrusion detection at the portals, and for use for Left Object detection.
 - Two (2) to four (4) PTZ cameras sited so as to provide detailed images at critical platform access areas such as escalators, stairs, and elevators.
 - Two (2) fixed cameras sited to provide detailed images at “must pass” areas, such as the ticket booth or booths.
3. At the above ground station platforms, the cameras shall be located and oriented so as to provide:
 - Effective surveillance of the entire platform area.

- Left object detection at those platform areas that the MTA designate to be protected. These selected areas may vary from station to station. The MTA would prefer that all platform cameras have a left object capability, such that the areas protected may be varied from time to time.
 - Intruder detection at those platform areas that the MTA designate to be protected. These selected areas may vary from station to station. The MTA would prefer that all platform cameras have an intruder detection capability, such that the areas protected may be varied from time to time. Intruder detection over the actual tracks (that is, a fallen passenger) would be desirable.
4. Provide the interface cables and devices to provide a connection between the station equipment and the switch or switches (provided by the MTA) that provide connectivity to the MTA GbE system.
 5. The actual equipment descriptions, specifications, and installation mounts and details shall be in accordance with a Layout and Installation Plan to be developed in conjunction with the MTA (CDRL#7).
- g). Sub-Task 6. Provide and install cameras and peripheral and associated communication equipment at four (4) Light Rail stations:

| | | | |
|----------|--------------|----------------|---------------|
| Timonium | North Avenue | Hamburg Street | Cromwell Road |
|----------|--------------|----------------|---------------|

1. At each of four (4) these Light Rail stations camera sites have been selected on a preliminary basis. After the contract has been awarded, the Contractor shall conduct an in-depth review of each station and design and provide a CCTV surveillance system with the appropriate number and placement of cameras at each station. These stations differ in layout, and therefore, subject to this later review, it is estimated that each station will require:
 - Timonium: Twelve (12) fixed cameras providing detailed coverage of the entire platform area and its approaches. These cameras will be also available for use for intrusion detection and for use for left object detection. Four (4) PTZ cameras sited so as to provide detailed images at critical station access areas.
 - North Avenue: Eight (8) fixed cameras providing detailed coverage of the entire platform area and its approaches. These cameras will be also available for use for intrusion detection and for use for left object detection. Two (2) PTZ cameras sited so as to provide detailed images at critical station access areas.
 - Hamburg Street: Eight (8) fixed cameras providing detailed coverage of the entire platform area and its approaches. These cameras will be also available for use for intrusion detection and for use for left object detection. Two (2) PTZ cameras sited so as to provide detailed images at critical station access areas.
 - Cromwell Station: Eight (8) fixed cameras providing detailed coverage of the entire platform area and its approaches. These cameras will be also available for use for intrusion detection, and for use for left object detection. Four (4) PTZ cameras sited so as to provide detailed images at critical station access areas.

2. At the Light Rail operating center (LROC) at the North Ave. Yard, the GbE communication system will send images from the new cameras to one new 21” display monitor (to be provided under this contract and delivered to the MTA at the PMF). The MTA will mount this display within existing furniture at the LROC.
 3. The Contractor shall provide the interface cables and devices to provide a connection between the station equipment and the switch or switches (provided by the MTA) that provide connectivity to the MTA GbE system .
 4. The actual equipment descriptions, specifications, and installation mounts and details shall be in accordance with a Layout and Installation Plan to be developed in conjunction with the MTA (CDRL#8).
- h). Sub-Task 7. Provide and install cameras and peripheral and associated communication equipment at two (2) MARC stations:

BWI Airport Station (with AMTRAK)

Camden Yards (with Light Rail)

1. At each of these two (2) MARC stations camera sites have been selected on a preliminary basis. After the contract has been awarded, the Contractor shall conduct an in-depth review of each station and design and provide a CCTV surveillance system with the appropriate number and placement of cameras at each station. Subject to this later review, it is estimated that each station will require:
 - BWI Airport Station. This station shares platforms with MARC and AMTRAK. Twelve (12) fixed cameras providing detailed coverage of the entire platform area and its approaches. These cameras will be also available for use for intrusion detection and for use for left object detection. Four (4) PTZ cameras sited so as to provide detailed images at critical station access areas.
 - Camden Yards Station. This station shares platforms with MARC and Light Rail. Twelve (12) fixed cameras providing detailed coverage of the entire platform area and its approaches. These cameras will be also available for use for intrusion detection and for use for left object detection. Four (4) PTZ cameras sited so as to provide detailed images at critical station access areas.
2. At the MARC operating center at Bush Street, the GbE communication system will send images from the new cameras to one new 21” display monitor ((to be provided under this contract and delivered to the MTA at the PMF). The MTA will mount this display within existing furniture at the MARC operating center.
3. Provide the interface cables and devices to provide a connection between the station equipment and the switch or switches (provided by the MTA) that provide connectivity to the MTA GbE system.
4. The actual equipment descriptions, specifications, and installation mounts and details shall be in accordance with a Layout and Installation Plan to be developed in conjunction with the MTA (CDRL#9).

2.2.2 PROJECT APPROACH

2.2.2.1 Installation Requirements. The Contractor shall be responsible for the installation of all equipment furnished under this contract. The Contractor shall provide on-site field engineering to supervise, and technicians to perform the installation. All work shall be performed in a manner adapted to local conditions and best calculated to promote quality installation, to secure safety to life, person, and property, to assure a safe and continuous operation of the MTA, and to reduce to a minimum any interference with the public and with other contractors in or about the property. The Contractor shall provide preliminary documentation at CDR on installation practices, tests, and quality control procedures (CDRL#10) of each component of the CCTV Surveillance system. The Contractor shall provide final documentation on the results of the application of these installation practices, tests, and quality control procedures after completion of the installation at each MTA facility (CDRL#11).

a). Equipment Deliverables.

1. Delivery point: The component equipment deliverables of the CCTV Surveillance system shall be shipped, carriage, insurance and freight pre-paid (CIF) destination, to MTA premises.
2. Insurance on all deliverables shall be maintained until such time as the deliverables have been safely and appropriately delivered to MTA, and title has passed to MTA.
3. The MTA will assume no responsibility for the safe-keeping of deliverables not delivered inside MTA premises. The Contractor may, at its option, provide a secure trailer for the temporary storage of equipment deliverables. MTA will endeavor to locate the trailer on MTA property as close to the installation site as possible, but MTA will assume no responsibility for safe storage of deliverables inside the trailer.

b). Installation.

1. Cameras and related equipment shall only be installed in accordance with installation plans that have been previously approved by the MTA. The Contractor shall provide all mounting hardware, cables, plugs, and accessories. Installation shall not commence until appropriate installation plans have been reviewed and approved by the MTA.
2. Site availability for equipment installation. The MTA will make its best endeavors to have sites available for installation, however the MTA shall not be held responsible for any necessary or untoward unavailability of sites.
3. Installation Planning: The camera installations shall be planned such that the minimum of disruption of service shall occur to MTA operations. The installation plan shall consist of four steps: development of an installation plan and schedule, a description and plans of the work to be accomplished, approval by the MTA, and accomplishment of the equipment installation.
 - The Contractor shall review the station sites to establish equipment requirements, cable paths and layouts, mounting details, modification requirements, and any other particular requirements such that all necessary information is gathered for each camera installation site.

- The Contractor shall develop the detailed Site Installation Plan(s), schedule, and installation drawings for each facility (CDRL#12). These plans shall be submitted to the MTA at least thirty (30) days prior to the commencement of any installation.
- The MTA shall grant approval to each Site Installation Plan within ten (10) working days of receipt of each Plan.
- The Contractor shall not commence any installation work at any site until and unless specific written notice has been received of the MTA approval of each specific Site Installation Plan.
- Each installation shall be accomplished in accordance with the relevant Site Installation Plan. Any deviations or changes to each relevant Site Installation Plan shall be coordinated with the MTA and agreed to by the MTA in writing.

c). Specific Installation requirements.

1. Equipment installations shall be done in a professional and workmanlike manner and in accordance with all applicable codes and good engineering practices.
2. All cameras and related equipment shall be connected by means of CAT-5 cable, with camera power being supplied integral to the CAT-5 cable. At those sites where cable lengths preclude the use of CAT-5 cable, the Contractor shall obtain specific approval from the MTA, in writing, allowing the deviation.
3. All Equipment racks and cabinets, and individual equipment shall be grounded. In this connection, the Contractor is to take special note of the presence of high ground currents in the vicinity of energized rail tracks, and take appropriate steps to avoid ground loops and consequent equipment damage.
4. All main equipment racks shall be connected to suitable breaker panels to be provided by the MTA. All electrical wiring and connections shall be properly made and installed, and properly terminated.
5. As necessary, the Contractor shall provide drawings that indicate the locations of each component of the CCTV surveillance system, location of wiring runs, conduit and interconnect points, and other pertinent details. Loose wiring or wiring not properly contained in a trough, conduit or raceway shall not be acceptable.
6. The Contractor shall conduct the installation of equipment such as to ensure the minimum of disruption to MTA operations. In the event that equipment down time is required, it shall be accomplished at the time of the midnight shift, and the MTA shall be given at least 48 hours notice of the time and duration of the propose down-time. In no circumstances shall any MTA equipment be placed out of service without prior written permission from the MTA. Work shall be coordinated with the appropriate MTA entity for each of the three transport modes (METRO, Light Rail, and MARC).
7. The Contractor is encouraged to propose installation methods, particularly in the underground METRO stations, that will simplify the installation process.

d). Completion of Installations.

1. The Contractor shall provide an "as built" check list for each individual MTA site that lists all components removed, installed, or modified at each site. For each component, model, type numbers and serial numbers shall be provided as appropriate. The check list should also show completion of tests, and appropriate acceptance signature blocks. The satisfactory accomplishment of this check list shall be an inherent part of the Contractor Quality Control process. Where appropriate, MTA acceptance signatures should also be included. (CDRL#13). The date of acceptance of the completed "as-built" check list by the MTA for a particular site shall act as the date of commencement of beneficial use of that site. These provisions shall flow down to any installation sub-Contractor.

e). Installation of Central Office and PMF Equipment.

1. The Contractor shall develop proposed detailed equipment layout diagrams for the Central Office and Central Monitoring Facilities at the Reisterstown Plaza building. The plan shall be presented at for review and approval by the MTA (CDRL#14).
2. The Contractor shall develop a proposed Installation, Transition, and Cut-Over Plan, describing and illustrating the steps that shall be taken to install the new Host Computer and peripheral equipment in the Central Office Facility. The plan shall be presented for review and approval by the MTA (CDRL#15).
3. The Contractor shall develop a proposed Console layout, floor plan, and elevations of the PMF room. The plan shall be presented for review and approval by the MTA (CDRL#16).
4. The Contractor shall provide an "as built" check list for the Central Office and Monitoring Facility equipment. The list shall include details of all component equipment removed, installed, or modified. For each component equipment, model, type numbers and serial numbers shall be provided as appropriate. The check list should also show completion of tests, and appropriate acceptance signature blocks. The satisfactory accomplishment of this check list shall be an inherent part of the Contractor's Quality Control process. The date of acceptance of the completed "as-built" check list by the MTA shall act as the date of commencement of beneficial use of the equipment (CDRL#17).

f). Contractor Installation Responsibilities:

1. Repair of damage: The Contractor shall be responsible for the installation of all equipment, systems and parts thereof. Any damage caused by the Contractor shall be immediately reported to MTA, and damage so caused shall be repaired by the Contractor at the expense of the Contractor. If the Contractor fails to repair the damage within thirty (30) days of its occurrence, MTA may undertake the repair and withhold such moneys from any balance due and/or seek reimbursement to cover the repair costs.
2. After installation or modification, the Contractor shall ensure that the site is clean, and free from trash, metal shavings and grease marks, and water leaks.
3. Database responsibility: The Contractor shall undertake the responsibility for installing, correcting, and updating the provided software and databases provided by the Contractor. The Contractor shall work closely with the MTA and other database users or providers, to

determine the scope and extent of any correctional or update work required to ensure complete and seamless integration between these other data bases and the provided system.

4. Installation of data, computer software, and files: The Contractor shall be responsible for loading all data, computer software, and other information into the system. As appropriate, MTA will provide files in existing formats for the use of the Contractor, including files current at the time of cut-over.
5. Software system set-up: The Contractor shall be responsible for initially setting up the system and for entering and loading all required data into the system, including but not limited to the following:
 - Defining the hardware and software configuration.
 - Defining the user functional partitions.
 - Defining the data required for all data bases.
 - Defining the routing of event and incident reports.
 - Defining the priorities of event and incident actions.
 - Setting the initial values for all user-adjustable parameters.
 - Setting the initial values for thresholds.
 - Entering all communication interface parameters.
 - Downloading all aid, help, and procedure files.
6. The Contractor shall be responsible for the installation or modification of all equipment, systems and parts thereof in accordance with the requirement of a complete turn-key system installation. The Contractor is fully responsible for installing a completely operational system at the contract price. The Contractor shall provide all labor, materials, parts, cables, required signs, software, documentation, instructions, warranty and maintenance in accordance with the intent of these specifications.

2.2.2.2 Documentation and Training.

- a). Manuals. Manuals shall be provided in accordance with the following:
 1. Manufacturer's standard manuals will be acceptable, subject to the approval of the MTA. Each manual must contain specific identification of products by model and part and number supplied under this contract. A detailed list of manuals to be provided shall be submitted at CDR (CDRL#18).
 2. Documentation shall be provided for all system software, utilities, compilers, assemblers, linkers, editors, maintenance software, and other packages used to develop, debug and load software, with the exception of COTS products.
 3. Revisions to any manual shall be reflected in a revision index that is part of each handbook or manual and is revised according to a revision control method approved by the MTA. Revisions shall be made for all design changes, retrofits, and errors.
 4. Maintenance and Repair Manuals: These manuals shall provide sufficient information, including schematics, layout drawings, test and alignment procedures, inter-cabling diagrams, and parts lists, to permit quick and efficient maintenance and repair of the equipment by a qualified technician.

5. Manual Types and Quantity: The Contractor shall supply complete documentation of the entire system provided. The following Table No. 1 indicates the level and quantities required, the Contractor shall amend this table to meet the actual equipment and components provided. In addition to hard copy versions of the manuals, provide five (5) CD-R copies in Microsoft Word 2000 format of every manual supplied.

| Table 2.2.2.2.a). Maintenance and Repair Manuals. | | |
|--|--------------------------------------|--------------------------|
| Item. | Document Title or Description | Quantity Required |
| 1 | Operator Manual (quick guide) | 50 |
| 2 | System Administrator Guide | 10 |
| 3 | Data Administrator Guide | 10 |
| 4 | Data Communications Guide | 10 |
| 5 | Component or sub-system Manuals | 10 (each component) |
| 6 | Operations and Maintenance Manual | 20 |
| 7 | Other Manuals (as appropriate) | 10 |

- b). Training. Provide a program to train MTA personnel in all aspects of the operation and maintenance (O & M) of the systems and equipment provided, as follows:
 1. Design the program such that the MTA may assume control and accomplishment of the training.
 2. Submit five (5) complete sets of printed training program materials on two CDs and five complete hard copies. In addition, provide copies required for implementation of the training program. For example, if there are eight (8) in the class, then supply thirteen (13) hard copies and two (2) CD-Rs in Microsoft Word 2000 format.
 3. All training course program materials, including training manuals and audio/video tapes or disks, shall become the property of the MTA and for use by the MTA for internal training purposes.
- c). Training Program. Develop a detailed training program plan to be submitted to the MTA for approval (CDRL#19), as follows:
 1. Provide an overview description of instructor and student materials, and schedules necessary to provide system operations and maintenance courses for operations personnel and maintenance technicians. The schedule is contained in the plan and shall address the availability of operations and maintenance manuals and shall show all training program milestones for the development of training materials and manuals for the schedule of classes.
 2. Instructor Material: Develop course outlines, lesson plans, classroom notes, video recordings, films, slides, printed materials, and mock-ups or models. Course outlines for each class shall be submitted sixty (60) days prior to the beginning of training classes and lesson plans shall be submitted no later than thirty (30) days prior to the beginning of training classes. Final course material shall be delivered to the MTA no later than ten (10) days prior to the commencement of the training. (CDRL#20)
 3. Student Materials: The primary source of instructional material shall be applicable operations and maintenance manuals. In addition, the Contractor shall develop notebooks,

drawings, and procedures to supplement these manuals to ensure that all learning objectives are met in an orderly and timely manner.

4. Facilities: Space for classroom lectures and practical training on equipment will be furnished at MTA facilities. The Contractor will provide projectors, screens, easels, testing equipment and other training aids as needed.
5. Spare parts furnished under this Contract may be used as training aids and for demonstration of any practical exercises for adjusting, testing, disassembly, and assembly of equipment. However, the Contractor shall be responsible to ensure spare parts are repackaged and returned to storage in acceptable condition for installation.
6. Installed equipment, such as operator positions, may be used to demonstrate the practical function and operation of the system.

d). Training Courses: The following table lists the required training courses.

| Table No. 2.2.2.2.d): Training Courses. | | | |
|--|----------------------|---|--|
| # | Course Title | Description | Recipients, class size/sessions/hours |
| 1 | Management | High level system overview | MTA senior personnel 5/2/4 |
| 2 | Operator | Operations (train the trainer) | Operators, MTA training staff. 5/4/4 or as required (see Note 1). |
| 3 | System Administrator | Host administration, Statistics and data capabilities | System Administrator 2/2/8 |
| 4 | Maintenance | Technician training | Technicians 4/2/8 |
| 5 | Data Administration | Reporting capabilities | Department Managers, Planners 5/2/8 |
| 6 | Report Generation | Management Report generation | Planning staff 4/2/8 |

(Note 1): The operator training should be based on a course assuming that the operators know nothing about the operation of the CCTV Surveillance system.

2.2.2.3 Spare Parts.

- a). Spare parts shall consist of:
 1. Spare parts for equipment supplied by the manufacturer of the camera equipment.
 2. Spare parts for equipment supplied by the manufacturer of the computer and storage equipment.
 3. Any other spare parts for equipment supplied by any other manufacturers.
- b). Parts List: Provide a complete Parts Cross Reference List of all parts and components used in the equipment delivered in accordance with this contract. This list shall include as a minimum, equipment manufacturers part number and part name, and as appropriate the part number of the Original Equipment Manufacturer (OEM) part or component, in addition the part unit price. This information shall be furnished prior to Final Acceptance of the system (CDRL#21).

c). Initial Spare Parts:

In response to this RFP, the Contractor shall provide a list and quotation for an Initial Spare Parts Kit sufficient to maintain the system in operation during the initial operations of the system. (CDRL#22). Among this spare parts list and quotation shall be:

- Five (5) standard camera units.
- Five (5) PTZ camera units.
- Two (2) replaceable data storage elements.
- Two (2) replaceable lamps for video wall equipment.

d). Recommended Parts: In addition to the deliverable equipment and initial spare parts required to fully implement the system, the Contractor shall identify all recommended on-site spare parts required to fully support the entire system over the long term, and after the warranty period. This information shall be furnished prior to Final Acceptance of the system (CDRL#23). The MTA reserves the right to purchase any, all or none of the identified replacement parts at the published spare parts price list as current at the time of placing the spare parts order.

e). Parts Availability: The availability of replacement parts shall be guaranteed for a period of ten (10) years from the time of CCTV surveillance system acceptance. A written statement confirming this required availability of spare parts shall be provided no later than thirty (30) days after NTP (CDRL#24).

2.2.2.4 Test Equipment. The Contractor shall identify all recommended items of test equipment and maintenance items required to fully support the system after the warranty period. The list shall include bench and field maintenance test sets or other measurement or alignment equipment (CDRL#25). In the event that any of this equipment is required as an essential initial part of the system and equipment provided, details and pricing for such equipment shall be provided. The MTA reserves the right to purchase any, all, or none of the test equipment and maintenance items identified.

2.2.2.5 Warranty.

a). General: The rights and remedies of the MTA under this Part are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in this Scope of Work, any subsequent contract, or by law or otherwise.

b). Warranty: The Contractor shall warrant that all goods supplied, systems, equipment, designs, and work covered by this Scope of Work and subsequent contract shall be satisfactory for its intended purpose, shall conform to and perform as called for in the Contract requirements specifications and shall be free from all defects and faulty materials and workmanship. Any goods supplied, systems, equipment, designs, or work found to be defective within the time specified below shall be repaired, remedied, or replaced, hereinafter called "corrective work", by the Contractor, free of all charges including transportation.

c). The warranty period for all Contractor-provided goods supplied, systems, and equipment except spare parts, shall extend to twelve (12) months after Final Acceptance.

d). The warranty period for spare parts shall extend either until twenty four (24) months from the placement of each spare part into regular service or until three (3) years after Final Acceptance, whichever occurs first. In the event that it is necessary to place any spare part into operation or

service prior to the completion of the warranty period, the Contractor covenants and agrees to furnish and deliver free to the MTA a replacement part to the MTA spare part inventory.

- e). The Contractor shall provide a copy of the warranty(s) with the response to this SOW, and provide the formal signed warranty(s) at least thirty (30) days prior to Final Acceptance. (CDRL#26).
- f). Notification and Corrective work. Except as specified below, the MTA will give the Contractor a written notice of observed defects or failures with reasonable promptness. Unless otherwise directed in said notice, the Contractor shall commence corrective work at the time specified by the MTA. The MTA shall have the right, when practical and feasible, in its opinion, to the continued use of any such goods supplied, systems, equipment, and work deemed defective or unsatisfactory, until such can be taken out of service for performance of corrective work by the Contractor.
- g). In the event that a defect or failure, in the opinion of MTA, constitutes an emergency, which will jeopardize or impair service operation, then the MTA will provide the Contractor both verbal and written notice thereof and the Contractor shall commence "corrective work" within 24 hours after receipt of such verbal or written notice. Nothing herein shall be construed as preventing MTA personnel from immediately commencing corrective work, with labor cost at the expense of the MTA, provided all such corrective work is performed in accordance with the Operation and Maintenance manuals furnished by the Contractor. The Contractor shall reimburse MTA or make replacement (at the option of the MTA) for any spare parts or materials required by MTA to perform any corrective work with which it must proceed. Such corrective work by MTA shall not be construed to invalidate the warranty provided by the Contractor and other provision herein contained in this Section. Under such emergency conditions, the Contractor, with the approval of the MTA, may utilize spare parts from the MTA spare parts inventory, provided the Contractor agrees to replace each and every spare part so used under terms and within the time period to be prescribed by MTA. The warranty provisions described in 2.2.2.5 d) above shall be applicable to each spare part so used.
- h). Replacement parts and repairs provided, pursuant to corrective work hereunder, shall be subject to prior approval by the MTA and shall be tendered and performed in the same manner and extent as items originally delivered in accordance with this SOW.
- i). In the event the Contractor is unable, or fails within the time prescribed to commence and diligently pursue and complete the corrective work, the MTA is, at the option of the MTA and upon written notice to the Contractor, by this provision authorized by the Contractor to contract with another or use its own personnel and facilities for the performance of the warranty work.
- j). It is understood and agreed that time is of the essence in respect to all corrective work to be undertaken pursuant to the warranty herein contained, expressed, or implied.

2.2.2.6 Hardware Maintenance support.

- a). Hardware Maintenance during Installation, Testing, and Warranty:
 - 1. The Contractor shall be responsible for maintenance and support of all equipment provided until successful completion of the warranty period.
 - 2. During the Installation and Testing phases of the project, maintenance and support for all equipment shall be available from the Contractor, on site, within one (1) hour, and twenty four (24) hours per day, seven (7) days per week.

3. After the first date of placing the system into operation, and until the expiration of the warranty period, maintenance and support for all equipment shall be available from the Contractor, on site, within two working days of notification of the need for maintenance and support.
- b). Hardware Maintenance after Warranty:
1. Computer equipment. MTA shall have the option of purchasing directly from the appropriate Original Equipment Manufacturer(s) (OEMs) of computers and associated peripheral equipment on-call maintenance services in accordance with the various levels of service offered by such OEMs, such as a four (4) hour response (five (5) day / eight (8) hour) capability. Prior to the expiration of the warranty, the Contractor shall have the equipment certified as being acceptable by the OEMs for the OEMs contract maintenance services, and shall request the OEMs to provide written quotation(s) to the MTA for the provision of such services. An undertaking to perform this action shall be provided to the MTA no later than thirty (30) days prior to Final Acceptance (CDRL#27).
 2. Other equipment. As an option in the Price Proposal, provide an itemized written quotation for the supply of maintenance and support of all Contractor-provided equipment, based on an annual basis commencing upon the date of expiration of the warranty, and for two (2) years thereafter. The quotation shall include a statement to the effect that maintenance support will be provided, on site, within twenty four (24) hours of notification and on any of five (5) weekly working days. The quotation shall include the provision of a monthly Maintenance Report. The MTA shall have the option of entering into one or more of these one (1) year maintenance contracts for the maintenance and support of all or some of the equipment provided, following the expiration of the warranty.
 3. As an option in the Price Proposal, provide the rates for a camera repair service, where each failed camera is returned to the Contractor by the MTA at the expense of the MTA, and the Contractor repairs the defective camera and returns the repaired unit to the MTA at the expense of the Contractor. This offer must contain a guaranteed return time, for example thirty (30) days after receipt of the failed camera unit at the Contractor's premises.
 4. As an option in the Price Proposal, provide the hourly rates for on-call technician and engineering support, for work requested by the MTA outside the scope of any warranty or maintenance contract. The quotation shall include the provision of Activity Reports. Rates should be inclusive, including travel time and travel expenses:
 - Technician services, defined as work performed by employees paid on a hourly basis.
 - Engineering support, defined as work performed by employees not paid on a hourly basis.

2.2.2.7 Software Maintenance support.

a). Software Maintenance during Installation, Testing, and Warranty:

1. The Contractor shall be responsible for maintenance and support of all software until successful completion of the 1 year warranty period.
2. During the Installation and Testing phases of the project, maintenance and support for software shall be available from the Contractor, on site, within one hour, and 24 hours per day, seven days per week.

3. After the first date of placing the system into operation, and until the expiration of the warranty period, maintenance and support for all software shall be available from the Contractor, on site, as a minimum, within one working day of notification of the need for maintenance and support.
- b). Software Maintenance after Warranty. The Contractor shall describe the facilities available for on-call software support and maintenance services after the expiration of the 1 year Warranty no later than thirty (30) days prior to Final Acceptance (CDRL#28).
- c). As an option in the Price Proposal, provide the pricing for a software support option based on an annual basis commencing upon the date of expiration of the warranty, and for two (2) years thereafter. The option shall be based on a response time such that software maintenance support will be provided, on site, within twenty four (24) hours of notification and on any of five (5) weekly working days. The quotation shall include the provision of a monthly Maintenance Report.
- d). The pricing should be on an annual basis commencing upon the date of expiration of the warranty, and for two (2) years thereafter. The quotation shall include the provision of a completed Fault Report form for each fault incident. The MTA shall have the option of entering into one or more of these one (1) year maintenance contracts for the maintenance and support of all the software provided by the Contractor, following the expiration of the warranty.
- e). As an option in the Price Proposal, provide the hourly rates for on-call software engineering support, for work requested by the MTA outside the scope of any warranty or maintenance contract. The quotation shall include the provision of Activity Reports. Rates should be inclusive, including travel time and travel expenses.
- f). Software Change Notification Service.

The MTA shall be informed of alterations, modifications, and up-dates for all software provided within this project. The MTA shall be placed on the Contractor's mailing list to receive announcements of the discovery, documentation and solution of software problems as well as other improvements, up-dates, new software releases, and other improvements that could be made to the system provided to the MTA. This service shall commence at the time of Contract Award, and shall continue for ten (10) years. In addition, the MTA shall be placed, at no charge to the MTA, on any appropriate subscription lists for software subcontractors (for example, Microsoft) change notification service from the time of Contract Award through the warranty period. Prior to the expiration of the warranty period, the MTA shall be supplied with instructions on how to obtain renewable option(s) for extended subscription(s) beyond the warranty period.

- g). Software Licenses.
 1. Routine use of software. The Contractor shall issue to the MTA a non-transferable, non-exclusive license to use the supplied software and training video(s) on a restricted rights basis. A copy of this Software License shall be furnished together with the response to this SOW. It is understood that this Software License shall apply to executable code only, and that the source code for Software shall not be provided except as by the following paragraph.
 2. Software escrow. In the response to this SOW, agree to deposit application software source code, written by the Contractor, in a third party escrow account. This action will enable the MTA to continue basic operation and maintenance of such software in the event that the Contractor fails to continue support for the software and does not provide for such support by a third party. In such event, the MTA agrees to maintain the confidentiality of the source

code. The Contractor shall maintain the installed and accepted version of the software and any installed updates and upgrades obtained by the MTA, and refresh the software in escrow at least every six (6) months for a period of ten (10) years from the date of final system Acceptance.

2.2.2.8 Acceptance Testing.

This SOW requires the completion of all work to the satisfaction of the MTA. The Contractor shall carry out all those tests required to demonstrate compliance with this SOW and that the CCTV Surveillance system is fully operational in all respects. As required, the Contractor shall provide an overall Acceptance Test Plan at the time of CDR (CDRL#29), and individual Acceptance Test Procedure (ATP) for individual components of the system (CDRL#30) at least thirty (30) days prior to the test date(s). After MTA approval, these individual ATP tests shall be conducted and the results documented. Once the entire CCTV Surveillance system is installed and operational, On-Line Demonstration Testing shall be conducted. After the completion of all tests, and the delivery of all contract deliverables, Final Acceptance shall occur.

- a). Technical Documentation Requirements: The following technical documents shall be provided:
 1. Preliminary documents: the following information is to be presented no later than sixty (60) days of NTP (CDRL#31):
 2. Block Diagrams: Drawings showing major system components for each installation site, with site layout details as appropriate, and proposed location of all Contractor provided equipment in the various equipment rooms.
 3. Product Data: Manufacturer's catalog cuts, material specifications, installation instructions, and other pertinent product data.
- b). Project schedule: List of installation milestones including project schedule.
 1. A preliminary structured schedule showing accomplishment of the station equipment installations, systems/subsystems tests, actions, personnel, and transitions required to initiate operation of the new system. This plan shall indicate the expected time of day and duration of service interruptions if any. The preliminary station installation schedule shall be submitted for MTA approval at CDR (CDRL#32).
 2. A preliminary structured schedule showing accomplishment of the central Office and Monitoring Facility and associated computer room equipment installations, systems and subsystems tests, actions, personnel, and transitions required to cut-over to the new system and host computer equipment. The preliminary schedule shall indicate the expected time of day and duration of service interruptions if any. The preliminary Central and Monitoring Office schedule shall be submitted for MTA approval at CDR (CDRL#33).
- c). As the project develops, the following detailed documents are to be presented within thirty (30) days after completion of the completed tasks and sub-tasks:
 1. Equipment Layout drawings, both plan and elevation that shows new equipment layout including all modified existing racks and furniture.
 2. Installation and mounting detail drawings as appropriate.
 3. Functional and Cable Block Diagrams including a bill of materials.

4. Power Cable routing drawings including cable interconnects, associated circuit breaker boxes and assigned circuit breakers, cable trays, conduits, mounting hardware, and grounding details.
 5. Manufacturer's Manuals that define equipment operation, contain schematic diagrams as appropriate, and define maintenance and alignment procedures for the Contractor provided equipment.
 6. Completed system block diagram(s).
- d). Final Acceptance Tests: Prior to the commencement of the Final Acceptance Tests, the following information shall have been provided:
1. A document thoroughly describing software, if provided, for system configuration or re-configuration. This material shall be presented in the System Administrator and Data Administrator manuals (Section 2.2.2.2.a).
 2. As-Built drawings and documentation for all systems/sub-systems provided under this contract.
 3. Product Data: In the submittal in this response to this TORFP provide data-sheets, brochures, catalog cuts, or similar information that describes all equipment proposed to be provided under this contract. In the event that, due to any particular manufacturer's equipment or model changes or improvements, new data sheets or brochures or similar information are available during the course of the contract, submit this new information to the MTA prior to the Final Acceptance Tests.
 4. Qualifications: Provide documentation showing compliance with the Quality Assurance requirements of this TORFP.
 5. Certification: Provide the manufacturer's certifications for all system/sub-systems to be furnished under this Contract.
 6. Spare Parts Data: Provide a list of Recommended Spare Parts in accordance with Section 2.2.2.3.d).
 7. Test and Final Acceptance: Provide documentation for all system/sub-system test and final acceptance reports.

2.2.2.9 Acceptance Test Procedures.

- a). Testing Requirements: The Contractor shall conduct those tests that verify and document the CCTV surveillance system performance and compliance with this SOW. The Contractor shall submit an Acceptance Test Procedure (ATP) for approval by the MTA thirty (30) days prior to the commencement of Acceptance Testing. Acceptance Testing shall contain component, subsystem, and system tests to verify that the overall CCTV surveillance system will meet the design requirements. The Contractor shall coordinate acceptance testing with MTA personnel in order to minimize operational impact upon normal daily activities. The Contractor shall perform preliminary Acceptance Tests and preliminary On-Line Demonstration Tests in order to ensure that discrepancies are not discovered during the Final Acceptance Tests.

- b). Test Compliance Document: The Contractor shall provide a Test Compliance Document clearly noting each particular test to be accomplished, in a format such that appropriate MTA personnel who witness the tests may signify that each individual test has been successfully completed. Pass/fail criteria shall be established on each particular test, and space shall be provided for comments on any non-compliant test results. The Test Compliance Document for each particular test shall be furnished to the MTA for approval no later than sixty (60) days prior to the commencement of the particular test. (CDRL#34). However, no particular test shall be commenced until written approval of the particular test has been received from the MTA. The completed and witnessed Test Compliance Document shall be furnished to the MTA as part of the Final Acceptance Test procedure.
- c). Test Results: The Contractor shall provide the MTA with written test results documentation no later than five (5) working days after the completion of each test or tests (CDRL#35).
- d). Non-compliant test results shall be repeated until the MTA is satisfied that all test parameters have been correctly met and accepted by the MTA.

2.2.2.10 On-Line Demonstration Testing.

- a). Testing Requirements: On-Line Demonstration Testing shall provide definitive proof that the CCTV Surveillance system is providing the surveillance services at the accuracy and quality requested herein, and that the installed system is capable of meeting the long-term reliability and performance requirements of this specification. As a minimum, the following tests shall be conducted:
 1. Camera resolution and performance under various lighting considerations, and day and night conditions as appropriate.
 2. Camera performance in relation to Pan, Tilt, and Zoom speed, and accuracy in returning to preset positions (for cameras so fitted).
 3. Camera performance in relation to adjustable frames per second (fps) and different compression ratios.
 4. System performance in relation to setting of intrusion alarm boundaries, and detection of intrusion within these boundaries.
 5. System performance in relation to setting of left-object reaction time, left object detection at various distances and sizes.
 6. System performance in relation to object identification and system-wide search capabilities.
 7. Quality of images reproduced by color printer.
 8. Quality of images multicast to remote sites.
 9. Visibility of on-screen displays of images, and overlaid status or alarm symbols. Verification of change of status indications on these symbols.
 10. Capabilities to set and reset system parameters.
 11. System well-being monitoring, malfunction alarms, and associated displays and alarms.

12. Verification of all reporting and data-collection functions.
 13. Such other tests as the MTA perceive as being important to demonstrate the successful installation of the system, and that the system is ready, in all respects, for operation.
- b). Testing Organization and Timing: The Contractor shall provide a written description of the methods, procedures and anticipated time and MTA facility and personnel requirements for the accomplishment of the On Line Demonstration Tests, at least sixty (60) days prior to the planned start of the tests (CDRL#36). The Contractor shall coordinate with the MTA for the accomplishment of tests, provision of test objects or personnel, MTA personnel to witness the tests, and the date or dates and timing for the accomplishment of the tests. All test reports shall be submitted within ten (10) days of completion of the test(s) (CDRL#37).

2.2.2.11 Final Acceptance Test Report:

- a). Occurrence of Final Acceptance Test: Final Acceptance Test shall occur upon completion of the following:
1. Completion of Preliminary Acceptance Tests by the Contractor.
 2. Completion of Preliminary On-Line Demonstration Testing.
 3. Completion of all remedial work required because of the discrepancies or faults discovered during the Preliminary Acceptance Tests and On-Line Demonstration Testing.
 4. Completion of Final On-Line Demonstration Testing.
- b). The Final Acceptance Test Report shall consist of a document, signed by the MTA, certifying that all the steps outlined above have been completed acceptably, and that:
- 1). All milestone completion dates have been met.
 - 2). All deliverables are complete and have been approved.
 - 3). All source code, object code, and data files are complete.
 - 4). The MTA has received all written documentation, drawings, technical and other manuals, and all other deliverables within this procurement.
 - 5). All training has been completed.
 - 6). All applicable software licenses have been issued and delivered to the MTA.
 - 7). All applicable warranties and guarantees have been delivered to the MTA.
 - 8). Hardware and software maintenance agreements have been concluded with the MTA.

2.2.2.12 Project Management.

- a) Project Manager. Assign a Project Manager (must be an employee of the Contractor, not a sub-contractor) to facilitate and oversee the complete project, and be the sole Contractor contact for the MTA for all items concerning the installation of this system. The Project Manager's responsibilities

shall include but not be limited to the inventory of all equipment, determination of site requirements, facilitation of all site and equipment installation, coordination with the MTA personnel on any areas that are in question during system installation and acceptance, scheduling, subcontracting, contract and sub-contract administration, and to produce and distribute progress reports throughout the system installation and acceptance period. The Project Manager will follow the project management process defined in the Project Management Body of Knowledge (PMBOK) from the Project Management Institute (PMI).

- b). Submit the name and resume of the person who will be the Project Manager with the response to this SOW. In order to maintain continuity throughout the negotiation process, and after the contract award, the Contractor shall undertake, in the response to this SOW, not to reassign the Project Manager position to any other individual without the specific written approval by the MTA. The Contractor must certify, in the response to this SOW, that the Project Manager has the power to make significant decisions relevant to the project, and has direct access to the Contractor's top management for resolving problems beyond the Project Manager's direct authority.

- c). The Project Manager must be on site during critical points of the installation of this system. The Project Manager shall perform the following tasks as a minimum to meet the requirements of this specification:
 - 1. Prepare and administer a detailed Project Plan. This Project Plan shall be updated monthly and presented to the MTA at the time of the Monthly Progress Report.
 - 2. Be responsible for coordinating any required engineering which needs to be completed after order write up. Schedule the delivery, and keep the MTA informed at all times, of the delivery schedule of all equipment pertaining to this system.
 - 3. Perform all site visitations with an MTA representative as well as any installation subcontractors.
 - 4. Coordinate all site preparation required for the successful installation of this system.
 - 5. Have full authority and perform all subcontracting functions required to complete this project within the guidelines of this SOW, including invoice approvals, approving/withholding payments, and monitoring performance.
 - 6. Provide to the MTA all installation documentation, wiring diagrams and as-built documentation as required by this SOW.
 - 7. Oversee the actual installation of the fixed equipment installation and provide any information and assistance as required by the installation personnel and/or the MTA.
 - 8. Oversee the inventory all equipment for this system, with MTA representatives.
 - 9. Coordinate the entire optimization effort of this system until accepted by the MTA.
 - 10. Be responsible for the correct development of the Acceptance Test Plan and ATP. The Project Manager shall be responsible for the correct performance of each ATP, and shall assume all responsibility for collating all the data and submitting it to the MTA. The Project Manager is also responsible to schedule each ATP test and to ensure that appropriate MTA representatives are present.
 - 11. Coordinate with the MTA all training requirements as described within this specification.

12. Ensure accountability for the resolution of remedial work required because of the discrepancies or faults discovered during the Preliminary Acceptance Tests and On-Line Demonstration Testing.
13. Perform an audit of the system installation to ensure that the installation has been installed to the highest quality standards for items such as system grounding.
14. Conduct regular meetings with the MTA, during the system installation, as necessary to keep the MTA up to date on the status of the installation process.
15. Maintain and promulgate minutes of all meetings held with the MTA, and issue the minutes to the TO Manager within five (5) working days of each such meeting (CDRL#38).

2.2.2.13 Progress Schedule procedures. Full compliance with the following procedures is essential to insure the timely processing of progress payments.

- a). Prepare and maintain a detailed Progress Schedule. This schedule shall be the Contractor's working schedule and shall be used to plan, organize and execute the work; record and report actual performance and progress; and forecast remaining work. The schedule shall include a Work Breakdown Structure and appropriate Gantt charts.
- b). Submit the Progress Schedule to the MTA within thirty (30) days after the NTP (CDRL#39). The schedule shall include a time scaled bar chart (Gantt chart) reflecting the Contract milestone(s) and Contract completion dates, and the dates the Contractor intends to start and complete all items of the Contract work. The Progress Schedule shall be prepared and presented in a Microsoft Project format.
- c). Schedule work such that any specified intermediate milestone(s) and completion dates are met.
- d). The initial baseline schedule submittal shall reflect zero status, addressing the Contract work as viewed from NTP looking forward in time.
- e). The Progress Schedule shall be submitted by means of five (5) copies of a CD-R, properly labeled with Contractor's name, contract title, contract number, and access code(s). The Progress Schedule and the CD-R shall be clearly marked with the version number or date.
- f). Administration's Review and Approval: after submission of the complete Progress Schedule, the Contractor shall participate in a conference with the MTA engineering to appraise and evaluate the proposed schedule and make any revisions necessary as a result of this review. The complete Final Progress Schedule shall be resubmitted within five (5) calendar days after the conference (CDRL#40).
- g). Progress Schedule Updates: In view of the urgency of this project, the MTA requires the following procedure to be observed:
 1. A regularly scheduled formal Monthly Project Review shall be conducted on MTA premises on the second Tuesday of each calendar month, commencing one (1) month after NTP.
 2. An up-to-date Project Schedule shall be presented. (CDRL#41)

3. Based on the formal Project Schedule, an Action Item List shall be generated. At each project meeting, this Action Item List shall be updated and any appropriate necessary remedial actions described.
4. Reports on the status of the Action Item List shall form the basis for the regular monthly Project Reports.
5. The monthly Progress Schedule Update report shall be generated in addition to the Action Item List. This monthly report, besides displaying the Action Item List, will highlight any known or anticipated factors that may have a negative impact on the success of the project (CDRL#42).
6. Each identified task or sub-task within the Project Schedule shall indicate the percentage of work completed within the reporting period. The Project Manager shall make the best effort to ensure that the reported percentage of completion of each task or sub-task is realistic and true.
7. Revised Progress Schedules: submit, for approval, a Revised Progress Schedule in the same form as set forth above, when one or more of the following conditions occur (CDRL#43):
 - When a change or delay significantly affects any specified intermediate milestone date, the completion date or the sequence of activities.
 - When the Contractor elects to change a sequence of activities affecting any critical path or to significantly change the previously approved schedule submitted.
 - When, in the opinion of the MTA, the status of work is such that the Progress Schedule and associated documentation are no longer representative for planning, executing and evaluating the work.
- h). The monthly payment estimate will not be processed prior to MTA approval of the monthly Progress Schedule update.

2.2.2.14 Delays and Time Extensions. When proposed changes are initiated or delays are experienced submit to the TO Manager in writing:

- a). A Time Impact Analysis illustrating the influence of each change or delay on any specified intermediate milestone date or completion date. The Time Impact Analysis is to include what critical path activities are affected on what specific workdays and why for each activity for each workday. Also, if the claim is for more than one contract milestone, the Time Impact Analysis is to address each contract milestone individually (CDRL#44).
- b). A Schedule Revision Proposal describing the Contractor plans to incorporate the change or delay into the current Progress Schedule with minimal impact to milestone completion dates. Justification of the plan shall be based on revised activity logic and/or duration in addition to such other supporting evidence, as the TO Manager deems necessary.
- c). Five (5) copies of each Time Impact Analysis and Schedule Revision Proposal within thirty (30) days after any delay occurs or if notice of direction is given to the Contractor.
- d). The MTA will, within a reasonable time after receipt of the Contractor's Time Impact Analysis and Schedule Revision Proposal, review the submittal and advise the Contractor in writing thereof.

Upon agreement by both parties the appropriate revisions shall be incorporated into the Progress Schedule at the next monthly update.

- e). It is understood and agreed that the schedule float time is not for the exclusive use of either the MTA or the Contractor. Extensions of time for performance under any and all of the provisions of this Contract will be granted only to the extent the equitable time adjustment for activities affected exceed the total float along the paths involved.
- f). Where the MTA has not yet made a final determination, or the parties are unable to agree on the schedule revisions or time extensions, if any, the Contractor shall incorporate such revisions as the MTA may determine to be appropriate for such interim purposes. It is understood and agreed that any such interim determination for the purpose of this paragraph shall not be binding on either party for any other purpose and that, after the MTA has made a final determination the Contractor shall revise the Progress Schedule in accordance with the final decision.

2.2.2.15 Agency Furnished resources.

- a). Contractor parking will be provided at those MTA premises where on-site parking is available.
- b). An appropriate Person Identification badge will be issued by the Maryland Department of General Services (DGS) to those Contractor personnel who will be required to make frequent visits to MTA property. The TO Manager will coordinate the issuance of these badges. Contractors are advised that a signed application for each person is required together with a signed Authorization of Release of Information. A photograph will be taken by the DGS, a background check completed, and a fee of \$50.00 is required.
- c). Contractor or sub-contractor personnel who need to enter the right-of-way or track areas of the METRO, Light Rail, or MARC systems are required to attend an appropriate MTA Safety Training Course. Details of these courses will be made available to the Contractor after contract award.
- d). The MTA will allow the Contractor to enter the right-of-way or track areas of the METRO, Light Rail, or MARC systems only after prior coordination and prior approval by the MTA. The MTA will provide any necessary safety or security escorts. Details of these escort requirements will be made available to the Contractor after contract award.
- e). The MTA will provide the Contractor, after contract award, appropriate physical, electrical, and other drawings as may be necessary to design and accomplish the work described in this TORFP.
- f). The MTA will provide the Contractor, after contract award, information on communication interface requirements, communication security requirements, and other information as may be necessary to design and accomplish the work described in this TORFP.

2.2.2.16 Critical personnel replacement.

- a). All personnel described in the Contractor's proposal shall perform continuously for the duration of the task order, and for so long as performance is satisfactory to the TO Manager. The TO Manager shall give written notice of personnel performance issues to the Contractor, clearly describing the problem and delineating remedial requirement(s). The Contractor shall respond with a written remedial plan within three (3) business days, and implement the remedial action(s) immediately upon written acceptance of the TO Manager. Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, including the Program Manager, and determine whether a substitution is required.

- b). The Contractor may not substitute personnel described in the Contractor's proposal other than by reason of an individual's health or by termination of employment without the prior written approval of the TO Manager.
- c). To replace any personnel specified in the Contractor's proposal, the Contractor shall submit resumes of the proposed substitute personnel to the TO Procurement Officer for approval, with a copy to the DBM OIT Program Management Office, at least two (2) weeks prior to the effective date of substitution. All proposed replacement personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the TO Manager upon recommendation by the TO Procurement Officer that the proposed substitutes meet the minimum qualifications specified in the Master Contract.

2.2.2.17 Period Of Performance. The Period of Performance of this contract shall be twenty seven (27) months from the issuance of a contract award Notice To Proceed (NTP). The start date of contract performance shall be within two (2) weeks of NTP, unless otherwise specifically agreed by the MTA.

2.2.2.18 Miscellaneous Work Allowance:

- a). The work covered under this section includes the furnishing of all material, equipment and the performing of all labor to complete additional work directed by the Engineer.
- b). This work shall include, but is not limited to, additional work not included in the scope of any item in the Proposal Form. This shall include hidden or unforeseen site conditions and approved extra work required by the MTA after award of the contract, which was not included in this SOW.
- c). This allowance is for the exclusive use of the Maryland Transit Administration and is to be distributed at its sole discretion. All unused money remaining in the allowance at contract close out shall be deleted from the contract.
- d). Any work to be performed or material to be used under this section shall be approved in writing and shall be authorized at the discretion of the MTA.
- e). Work shall not commence, nor any material purchased, prior to MTA approval in writing.
- f). The Contractor's methods and techniques, which he proposes to utilize in performing the work, shall be subject to the review of the MTA.
- g). When this allowance is utilized for work with items specified elsewhere in this SOW, the work shall be performed in accordance with materials and methods of construction of those items.
- h). The MTA will request a price proposal from the Contractor prior to start of work in accordance with appropriate contract provisions. The Contractor shall not begin work under this allowance unless directed by the MTA in writing. If necessary, plans and details may be generated and provided to the Contractor for each specific condition and area.

2.2.3 DELIVERABLES:

2.2.3.1 Deliverable Requirements.

- a). For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one (1) reproducible copy, five (5) additional copies, and one (1) copy on CD-R disk, for all

documentation, drawings, plans, procedures, and test results. Documentation shall be compatible with Microsoft 2000, Microsoft Project 2000, and Adobe .pdf files, as appropriate. All drawings shall be submitted in both .pdf and .dwg files.

- b). Drafts of all final deliverables are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspelling on incorrect punctuation, but must:
 - 1. Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2. Be organized in a manner that presents a logical flow of the deliverable's content.
 - 3. Represent factual information reasonably expected to have been known at the time of submittal.
 - 4. Present information that is relevant to the section of the deliverable being discussed.
 - 5. Represent a significant level of completeness towards the associated final deliverable that supports a concise final deliverable acceptance process.
- c). Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 7). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.
- d). Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 8). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the MTA's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within thirty (30) days in the applicable invoice format (Reference 2.6 Invoicing).
- e). When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:
 - 1. Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2. Be organized in a manner that presents a logical flow of the deliverable's content.
 - 3. Represent factual information reasonably expected to have been known at the time of submittal.
 - 4. Present information that is relevant to the Section of the deliverable being discussed.

2.2.3.2 Required Deliverables.

The MTA's required deliverables are defined below as Sub-Tasks within the project.:

Sub-Task 1: Design and Development

- a) Deliverable 1.1: Completion of Preliminary Design Review (PDR) (Section 2.2.1.4 b).
- b). Deliverable 1.2: Completion of Critical Design Review (CDR) (Section 2.2.1.4 b).
- c). Deliverable 1.3: Completion and Acceptance of Installation Plans (Section 2.2.1.4 b).

Sub-Task 2: Police Monitoring Facility (PMF).

- a) Deliverable 2.1: Completion of PMF (Section 2.2.1.4 c).
- b). Deliverable 2.2: Completion of Central Office Facility (Section 2.2.1.4 c).

Sub-Task 3: Four (4) METRO Underground Station Equipment Installations

- a). Deliverable 3.1: Acceptance of John Hopkins METRO Station (Section 2.2.1.4 d).
- b). Deliverable 3.2: Acceptance of Shot Tower METRO Station (Section 2.2.1.4 d).
- c). Deliverable 3.3: Acceptance of Charles Center METRO Station (Section 2.2.1.4 d).
- d). Deliverable 3.4: Acceptance of Lexington METRO Station (Section 2.2.1.4 d).

Sub-Task 4: Four (4) METRO Underground Station Equipment Installations

- a). Deliverable 4.1: Acceptance of State Center METRO Station (Section 2.2.1.4 e).
- b). Deliverable 4.2: Acceptance of Upton METRO Station (Section 2.2.1.4 e).
- c). Deliverable 4.3: Acceptance of Penn North METRO Station (Section 2.2.1.4 e).
- d). Deliverable 4.4: Acceptance of Mondawmin METRO Station (Section 2.2.1.4 e).

Sub-Task 5: Six (6) METRO Above Ground Station Equipment Installations

- a). Deliverable 5.1: Acceptance of West Cold Spring METRO Station. (Section 2.2.1.4 f).
- b). Deliverable 5.2: Acceptance of Rogers Avenue METRO Stations (Section 2.2.1.4 f).
- c). Deliverable 5.3: Acceptance of Reisterstown Plaza METRO Station (Section 2.2.1.4 f).
- d). Deliverable 5.4: Acceptance of Milford Mills METRO Station (Section 2.2.1.4 f).
- e). Deliverable 5.5: Acceptance of Old Court METRO Station (Section 2.2.1.4 f).
- f). Deliverable 5.6: Acceptance of Owings Mills METRO Station (Section 2.2.1.4 f).

Sub-Task 6: Four (4) Light Rail Station Equipment Installations

- a). Deliverable 6.1: Acceptance of Timonium Light Rail Station (Section 2.2.1.4 g).
- b). Deliverable 6.2: Acceptance of North Avenue Light Rail Station (Section 2.2.1.4 g).
- c). Deliverable 6.3: Acceptance of Hamburg Street Light Rail Station (Section 2.2.1.4 g).
- d). Deliverable 6.4: Acceptance of Cromwell Road Light Rail Station (Section 2.2.1.4 g).

Sub-Task 7: Two (2) MARC Rail Station Equipment Installations

- a). Deliverable 7.1: Acceptance of BWI Airport MARC Station (Section 2.2.1.4 h).
- b). Deliverable 7.2: Acceptance of Camden Yards MARC Station (Section 2.2.1.4 h).

Sub-Task 8: Three 21" display monitors

- a). Deliverable 8.1: Delivery of three (3) 21” display monitors (Sections 2.2.1.4.d).3, 2.2.1.4.g).3, and 2.2.1.4.h).2)

Sub-Task 9: Documentation and Training

- a). Deliverable 9.1: Delivery of Manuals (Section 2.2.2.2 a).
- b). Deliverable 9.1: Delivery of Training Materials (Section 2.2.2.2 b).
- c). Deliverable 9.2: Completion of all Training (Section 2.2.2.2 c).

Sub-Task 10: Spare Parts and Test Equipment

- a). Deliverable 10.1: Delivery of Initial Spare Parts Kit (Section 2.2.2.3.c).
- b). Deliverable 10.2: Delivery of Test Equipment (if required) (Section 2.2.2.4)

Sub-Task 11: Contract Close Out

- a). Deliverable 11.1: Completion of On-Line Demonstration Testing (Section 2.2.2.10).
- b). Deliverable 11.2: Delivery of Final Acceptance Test Report (Section 2.2.2.11).
- c). Contract Termination (no deliverable).

Sub-Task 12: Hardware Maintenance Options

- a). Deliverable 12.1: Hardware Maintenance Support: 1st Year (Section 2.2.2.6.b.2).
- b). Deliverable 12.2: Hardware Maintenance Support: 2nd Year (Section 2.2.2.6.b.2).
- c). Deliverable 12.3: Camera Repair Service (Section 2.2.6.b.3).
- d). Deliverable 12.4: On-Call Technician Services (Section 2.2.6.b.4).
- e). Deliverable 12.5: On-Call Engineering Support (Section 2.2.6.b.4).

Sub-Task 13: Software Maintenance Options

- a). Deliverable 13.1: Software Maintenance Support: 1st Year (Section 2.2.2.7.c).
- b). Deliverable 13.2: Software Maintenance Support: 2nd Year (Section 2.2.2.7.c).
- c). Deliverable 13.3: On-Call Software Engineering Support (Section 2.2.2.7.e).

2.2.4 Deliverable Delivery Schedule

2.2.4.1 Contract Document Requirements List (CDRL)

The scheduled due dates for submittals are as required in Table 2.2.4.1 of this section, or as otherwise stated in the Contract documents. Inadvertent omission of required data by the MTA from the table shall neither eliminate the requirement nor cause an extension of time for performance. Submittal items and dates shall be incorporated in the Contractor’s schedule.

Table 2.2.4.1 Contract Documents Requirement List

| Item | Section | Title | Submittal/Milestone Due Dates |
|------|-------------|--|--|
| 1 | 2.2.1.3 g) | Preliminary Design Review (PDR) | 60 days after Notice to Proceed (NTP) |
| 2 | 2.2.1.3 g) | Critical Design Review (CDR) | 120 days after NTP |
| 3 | 2.2.1.4 c) | PMF Plan | Preliminary- PDR Final - CDR |
| 4 | 2.2.1.4 c). | Central Office Plan | Preliminary- PDR Final - CDR |
| 5 | 2.2.1.4 d) | Four U/G METRO station Plans | Preliminary- PDR Final - CDR |
| 6 | 2.2.1.4 e) | Four U/G METRO station Plans | Preliminary- PDR Final - CDR |
| 7 | 2.2.1.4 f) | A/G METRO station Plans | Preliminary- PDR Final - CDR |
| 8 | 2.2.1.4 g) | Light Rail station Plans | Preliminary- PDR Final - CDR |
| 9 | 2.2.1.4 h) | MARC station Plan | Preliminary- PDR Final - CDR |
| 10 | 2.2.2.1 | Preliminary Installation, Practices, Tests and QC Procedures | CDR |
| 11 | 2.2.2.1 | Final IPT and QC documentation | 30 days after installation each facility |
| 12 | 2.2.2.1.b) | Detailed Site Installation Plan for each facility | 30 days prior to start of installation |
| 13 | 2.2.2.1.d) | As-Built check list | 10 after end installation at each facility |
| 14 | 2.2.2.1.e) | Detailed equipment layout, Central Office and PMF. | 30 days prior to start of installation |
| 15 | 2.2.2.1.e) | Installation, Transition and Cut-Over Plan. | 30 days prior to start of installation |
| 16 | 2.2.2.1.e) | Console Layout, floor plan and elevations | 30 days prior to start of installation |
| 17 | 2.2.2.1.e) | PMF "As-Built" check list | 30 days after installation completion |
| 18 | 2.2.2.2.a) | List of Manuals | CDR |
| 19 | 2.2.2.2.c) | Training Plan | CDR |
| 20 | 2.2.2.2.c) | Training Material | 30 days prior to training |
| 21 | 2.2.2.3. b) | Spare Parts List | 60 days prior to Final Acceptance |
| 22 | 2.2.2.3.c) | Initial Spare Parts List | 60 days prior to Final Acceptance |
| 23 | 2.2.2.3.d) | Long term Replacement Parts List | 60 days prior to Final Acceptance |
| 24 | 2.2.2.3.e) | Statement on Spare Parts Availability | 60 days prior to Final Acceptance |
| 25 | 2.2.2.4 | List of Test Equipment | 30 days after NTP |
| 26 | 2.2.2.5 e) | Formal signed warranty(s) | 30 days prior to Final Acceptance |
| 27 | 2.2.2.6.b) | OEM support request undertaking | 30 days prior to Final Acceptance |
| 28 | 2.2.2.7 b) | Description of on-call software support | 30 days prior to Final Acceptance |
| 29 | 2.2.2.8. | Overall Acceptance Test Plan | CDR |
| 30 | 2.2.2.8 | Individual Acceptance Test Procedures | 30 prior to commencement of test(s) |
| 31 | 2.2.2.8 a) | Preliminary Block Diagrams | 60 days after NTP |
| 32 | 2.2.2.8.b) | Preliminary Station Installation Schedule | CDR |
| 33 | 2.2.2.8.b) | Preliminary Central and Monitoring Facility Installation Schedule. | CDR |
| 34 | 2.2.2.9 b) | Test Compliance Document(s) | 60 days prior to each test |
| 35 | 2.2.2.9.c) | Written Test Results | 5 days after completion of each test |
| 36 | 2.2.2.10 b) | Details of On-Line Demonstration Tests | To be determined |
| 37 | 2.2.2.10.b) | Test Reports | 10 days after completion |
| 38 | 2.2.2.12.c) | Meeting minutes | 5 days after each meeting |
| 39 | 2.2.2.13.b) | Project Plan and Precedence Schedule | 30 days after NTP |
| 40 | 2.2.2.13.f) | Final Project Schedule | 15 days after review conference |
| 41 | 2.2.2.13.g) | Updated Project Plan and Precedence Schedule | Second Tuesday in each Month |
| 42 | 2.2.2.13.g) | Monthly Progress Schedule Report | Second Tuesday in each Month |
| 43 | 2.2.2.13.g) | Revised Progress Schedule | as required |
| 44 | 2.2.2.14.a) | Time Impact Analysis | As required |

| | | | |
|----|-------|-----------------------------------|----------------------------------|
| 45 | 2.6.2 | Contract Lump Sum Price Breakdown | 30 days prior to payment request |
|----|-------|-----------------------------------|----------------------------------|

2.2.4.2 Target Dates:

- a). The start date of contract performance shall be within two (2) weeks of NTP, unless otherwise specifically agreed by the MTA.
- b). The following target dates are proposed. A time schedule (in Gantt chart form) shall be presented with the Contractors proposed schedule in response to this TORFP.

| Table 2.2.4.2. Proposed Project Time Schedule and Target Dates | | |
|---|---|-------------------------|
| Deliverable | Item description | Target Date (milestone) |
| - | Issuance of NTP | NTP + 0 days |
| 1.1 | Preliminary Design Review (PDR) | NTP + 60 days |
| 1.2 | Critical Design Review (CDR) | NTP + 120 days |
| 1.3 | MTA Acceptance of Installation Plans | NTP + 150 days |
| 2.1 | PMF | NTP + 180 days |
| 2.2 | Central Office Facility | NTP + 180 days |
| 3.1 | First Underground METRO Station | NTP + 180 days |
| 3.4 | Fourth Underground METRO station | NTP + 210 days |
| 4.1 | Fifth Underground METRO station | NTP + 240 days |
| 4.4 | Eighth Underground METRO station | NTP + 270 days |
| 5.1 | First Aboveground METRO station | NTP + 300 days |
| 5.6 | Sixth Aboveground METRO station | NTP + 330 days |
| 6.1 | First Light Rail station | NTP + 360 days |
| 6.4 | Fourth Light Rail station | NTP + 390 days |
| 7.1 | First MARC station | NTP + 360 days |
| 7.2 | Second MARC station | NTP + 390 days |
| 8.1 | Three 21 “ displays | NTP + 390 days |
| 9.1 | Manuals delivered | NTP + 210 days |
| 9.2 | Training materials submitted | NTP + 210 days |
| 9.3 | All training completed | NTP + 400 days |
| 10.1 | Spare Parts Kit delivered | NTP + 400 days |
| 10.2 | Test Equipment delivered (if required) | NTP + 400 days |
| 11.1 | Demonstration and Acceptance test completed | NTP + 420 days |
| 11.2 | Final documentation submitted | NTP + 425 days |
| - | Commencement of Guaranty | NTP + 450 days |
| - | End of Guaranty | NTP + 810 days |
| - | Contract Termination | NTP + 810 days |

2.2.5 REQUIRED PROJECT POLICIES AND GUIDELINES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.

- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the PMI PMBOK. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in the implementation of highly technical projects within an environment similar to the operational constraints and practices of a metropolitan transit agency. The TO Contractor should be practiced in the application of the various rules and regulations applying to network security, with specific application to wide-band IP networks. The TO Contractor, or its sub-contractor(s) must also demonstrate experience with the design and implementation of high quality CCTV surveillance systems within a rail environment, and intrusion and left object detection.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

2.4.1 Specific experience in the design and implementation of a large scale technical project within the US transit community. The project must have been successfully accomplished within the last two (2) years of the date of this TORFP.

2.4.2 Specific experience in the large-scale deployment of CCTV surveillance and monitoring systems. Experience in similar projects in a non-US environment may also be used to satisfy this requirement.

2.4.3 Knowledge of all applicable telecommunication policies and procedures of the State of Maryland, with particular attention to the security and firewall requirements.

2.5 LIQUIDATED DAMAGES

| Items of Work | Calendar Days after NTP | Liquidated Damages (Amount per Calendar Day) |
|---|--------------------------------|---|
| 1. Police Monitoring Facility and Central Office Facility completed, tested, and operational. | 270 | \$200.00 |
| 2. Last rail station completed, tested, and operational. | 450 | \$450 |

| | | |
|---|-----|-------|
| 3. Training accomplished, system integration completed for all systems. Final Acceptance tests accomplished and all punch-list items rectified. | 540 | \$600 |
|---|-----|-------|

2.6 INVOICING

- 2.6.1 Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.
- 2.6.2 The TO Contractor shall furnish a Contract Lump Sum Price Breakdown, of the prices as given in the Unit Price Schedule in the Bid Form (Attachment 1), for which it is anticipated that the contractor will request partial payment. Submit the Contract Lump Sum Price Breakdown to the TO Manager thirty (30) days prior to the anticipated payment request, as specified (CDRL#45).
- 2.6.3 Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.
- 2.6.4 The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.
- 2.6.5 Invoice Submission Procedure
 - a). This procedure consists of the following requirements and steps: The invoice shall identify the MTA as the TO Requesting Agency, provide a deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable Form (Attachment 8), for each deliverable being invoiced, or proof of acceptance of delivery for delivered systems) submitted for payment to the TO Manager at the following address:

Ms. Tammi Bolden,
 Manager, Systems and Equipment Engineering
 Maryland Transit Administration
 6 St. Paul Street
 Baltimore, MD 21202
 - b). Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than sixty (60) calendar days from the TO Agreement termination date.

2.7 REPORTING

- 2.7.1 Project Progress Reports:

The TO Contractor and the MTA shall conduct monthly progress meetings. A monthly project progress report shall be submitted five (5) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- MTA name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the month.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7.2 MBE Reporting:

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the Master Contract. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the MTA, at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the MTA. The MTA will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. Contractors shall email completed forms to the MTA at the MTA email address.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 11 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

a). Proposed Services – Work Plan

1. Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
3. Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
4. Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
5. Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
6. Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated monthly as part of progress reporting (see Section 2.7.1 Project Progress Reports).
7. Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
8. Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

b). Proposed Personnel

1. Identify and provide resumes for all proposed personnel by labor category.
2. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

c). MBE Participation

1. Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

- d). Subcontractors: Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- e). Master Contractor and Subcontractor Experience and Capabilities
 - 1. Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - Name of organization.
 - Name, title, and telephone number of point-of-contact for the reference.
 - Type, and duration of contract(s) supporting the reference.
 - The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- f). Proposed Facility
 - 1. Identify Master Contractor's facilities including address, from which any work will be performed.
- g). State Assistance
 - 1. Provide an estimate of expectation concerning participation by State personnel.
- h). Confidentiality
 - 1. A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- a). A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- b). Completed Financial Proposal - Attachment 1 including both the Fixed Price and Option elements of the Project.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the MTA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating the TO Proposal in descending order of importance.

- a). The overall understanding of the work required.
- b). The competence of the proposes technical solutions to:
 1. Ability to detect intruders and left objects.
 2. Image clarity as perceivable by the system operators.
 3. Rapidity of image search and retrieval.
 4. Storage and communications efficiency.
 5. Presence of open architecture designs, interface compatibility, and non-proprietary software suites.
- c). The proposed installation sub-Contractors experience in working within the MTA environment.
- d). Satisfactory past performance on engagements provided as reference accounts in the offeror's Technical Proposal, with specific reference to railway and subway experience.
- e). The efficiency and effectiveness of the overall plan of action, including project management and reporting methodology.
- f). The efficiency and effectiveness of the work plan, the means of achieving smooth installations within the MTA environments, and understanding of the safety and security requirements.
- g). The methodology for developing the deliverables and obtaining acceptance, in accordance with the requirements expressed in the Master Contract.
- h). Whether the proposed schedule is realistic and attainable and includes, but is not limited to, the milestones and deliverables specified in this SOW.
- i). The level of economic benefit to the State of Maryland.
- j). The achievement of the required level of MBE accomplishment

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 for a sample of a Notice to Proceed.

ATTACHMENT 1

PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # J05B6200011

1.A.1 The MTA requires two Price Proposals. The first is for fixed-price elements of the project (Table 1.A.2), and the second proposal (Table 1.A.3) is for optional items. All cost elements shall be rounded to the nearest dollar.

Price proposals shall be submitted both in hard copy and as .pdf files.

1.A.2 Price Proposal for fixed-price elements.

For price proposal and evaluation purposes, the following assumptions shall be made:

- a). For underground (U/G) and aboveground (A/G) METRO stations: assume that twenty-four (24) cameras are required at each station.
- b). For Light Rail stations: assume that twelve (12) cameras are required at each station.
- c). For MARC stations: assume that twelve (12) cameras are required at each station.

It is the intention of the MTA to adjust the contract price in accordance with the actual number of cameras and associated equipment at each station type. These adjustments will be made after definitive site surveys and camera coverage requirements have developed the number of cameras, and associated equipment, actually required at each site. For each type of station, the MTA reserves the right to adjust the price equitably based on the assumed number of cameras required and the associated price per station type, and the actual number of cameras to be deployed at each station.

| Deliverable | Reference | Description | Fixed-Price Cost |
|-------------|------------|--|-----------------------|
| 1.1 | 2.2.1.4.b | Completion of PDR | not separately priced |
| 1.2 | 2.2.1.4.b | Completion of CDR | not separately priced |
| 1.3 | 2.2.1.4.b | Completion of Installation Plans | not separately priced |
| 2.1 | 2.2.1.4.c) | Acceptance of PMF | |
| 2.2 | 2.2.1.4.c) | Acceptance of Central Office Facility | |
| 3.1 | 2.2.1.4.d) | Acceptance of Johns Hopkins METRO Station | |
| 3.2 | 2.2.1.4.d) | Acceptance of Shot Tower METRO Station | |
| 3.3 | 2.2.1.4.d) | Acceptance of Charles Center METRO Station | |
| 3.4 | 2.2.1.4.d) | Acceptance of Lexington METRO Station | |
| 4.1 | 2.2.1.4.e) | Acceptance of State Center METRO Station | |
| 4.2 | 2.2.1.4.e) | Acceptance of Upton METRO Station | |
| 4.3 | 2.2.1.4.e) | Acceptance of Penn North METRO Station | |
| 4.4 | 2.2.1.4.e) | Acceptance of Mondawmin METRO Station | |
| 5.1 | 2.2.1.4.f) | Acceptance of West Cold Spring METRO Station | |
| 5.2 | 2.2.1.4.f) | Acceptance of Rogers Avenue METRO Station | |
| 5.3 | 2.2.1.4.f) | Acceptance of Reisterstown Plaza METRO Station | |
| 5.4 | 2.2.1.4.f) | Acceptance of Milford Mills METRO Station | |
| 5.5 | 2.2.1.4.f) | Acceptance of Old Court METRO Station | |

| | | | |
|---------------------------|--|---|--|
| 5.6 | 2.2.1.4.f) | Acceptance of Owings Mills METRO Station | |
| 6.1 | 2.2.1.4.g) | Acceptance of Timonium Light Rail Station | |
| 6.2 | 2.2.1.4.g) | Acceptance of North Avenue Light Rail Station | |
| 6.3 | 2.2.1.4.g) | Acceptance of Hamburg Street Light Rail Station | |
| 6.4 | 2.2.1.4.g) | Acceptance of Cromwell Road Light Rail Station | |
| 7.1 | 2.2.1.4.h) | Acceptance of BWI Airport MARC Station | |
| 7.2 | 2.2.1.4.h) | Acceptance of Camden Yards MARC Station | |
| 8.1 | 2.2.1.4.d).3 2.2.1.4.g) 2 2.2.1.4.h) 2 | Delivery of three (3) 21" segmented display monitors. | |
| 9.1 | 2.2.2.2 a) | Delivery of Manuals | |
| 9.2 | 2.2.2.2 b) | Delivery of Training Materials | |
| 9.3 | 2.2.2.2 c) | Completion of all Training | |
| 10.1 | 2.2.2.3.c | Delivery of Initial Spare Parts Kit | |
| 10.2 | 2.2.2.4 | Delivery of Test Equipment (if required) | |
| 11.1 | 2.2.2.10 | Completion of On-Line Demonstration Testing | |
| 11.2 | 2.2.2.11 | Delivery of Final Acceptance Test Report | |
| Total Project Cost | | | |

1.A.3 Price Proposal for optional elements.

For optional elements, the following assumptions shall be made: based on a 12-month warranty on equipment and software, the assumed start date of each option shall be November 1st, 2008.

| Table 1.A.3: Optional Price Cost Elements | | | |
|--|--------------|--|-------------|
| Deliverable | Reference | Description | Option Cost |
| 10.2 | 2.2.2.4 | Test Equipment (if required) | |
| 12.1 | 2.2.2.6.b).2 | Hardware Maintenance, 1st Year | |
| 12.2 | 2.2.2.6.b).2 | Hardware Maintenance, 2nd Year | |
| 13.1 | 2.2.2.7.c) | Software Maintenance, 1st Year | |
| 13.2 | 2.2.2.7.c) | Software Maintenance, 2nd Year | |
| Total Fixed Price Option Cost | | | |
| 12.3 | 2.2.2.6.b).3 | Camera Repair Service (per returned camera) | |
| 12.4 | 2.2.2.6.b).4 | Technician Services (on-call Hourly Rate) | |
| 12.5 | 2.2.2.6.b).4 | Engineering Support (on-call Hourly Rate) | |
| 13.3 | 2.2.2.7.e) | Software Engineering Support (on-call Hourly Rate) | |

Authorized Individual Name

Company Name

Title

Company Tax ID#

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS TORFP # J05B6200011**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 1**

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror’s TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror’s TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. J05B6200011, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 percent and, if specified in the TORFP, sub-goals of _na_ percent for MBEs classified as African American-owned and _na_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

| | |
|--|--------------------------|
| TO Prime Contractor (Firm Name, Address, Phone) | Task Order Description |
| Task Order Agreement Number J05B6200011 | |
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED
SUMMARY

| | |
|--|---------|
| TOTAL MBE PARTICIPATION: | _____ % |
| TOTAL WOMAN-OWNED MBE PARTICIPATION: | _____ % |
| TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: | _____ % |

Document Prepared By: (please print or type)
 Name: _____ Title: _____

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2**

Minority Business Enterprise Participation Schedule (Continued)

| List Information For Each Certified MBE Subcontractor On This Project | |
|---|--------------------------|
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 3**

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # J05B6200011, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

- 5, Offeror did/did not attend the pre-proposal conference

- No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 4**

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. J05B6200011, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

Prime Contractor Signature

By:

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 5**

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

| | |
|---|----------------------------|
| Report #: _____ | CATS TORFP # J05B6200011 |
| Reporting Period (Month/Year): _____ | Contracting Unit _____ |
| Report is due by the 15th of the following month. | Contract Amount _____ |
| | MBE Sub Contract Amt _____ |
| | Contract Begin Date _____ |
| | Contract End Date _____ |
| | Services Provided _____ |

| | | | |
|---|------|-----------------|------|
| Prime TO Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: | | |
| Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | | |
| Subcontractor Services Provided: | | | |
| List all unpaid invoices over 30 days old received from the MBE subcontractor named above: | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| Total Dollars Unpaid: \$ _____ | | | |

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

| | |
|---|---|
| Mr. John Cousins, Manager, Contract Administration Office Phone: (410) 767 3359 FAX: (410) 333 4810 Email: Jcousins@mtamaryland.com | Mr. John Cousins, Manager, Contract Administration Office Phone: (410) 767 3359 FAX: (410) 333 4810 Email: Jcousins@mtamaryland.com |
|---|---|

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6**

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

| | | |
|--|--|-----------------------|
| Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month. | CATS TORFP # J05B6200011 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ | |
| MBE Subcontractor Name: _____ | | |
| MDOT Certification #: _____ | | |
| Contact Person: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | ZIP: _____ |
| Phone: _____ | FAX: _____ | |
| Subcontractor Services Provided: _____ | | |
| List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____ | List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____ | |
| Prime TO Contractor: _____ | | Contact Person: _____ |

Return one copy of this form to the following address:

| | |
|---|---|
| Mr. John Cousins, Manager, Contract Administration Office Phone: (410) 767 3359 FAX: (410) 333 4810 Email: Jcousins@mtamaryland.com | Mr. John Cousins, Manager, Contract Administration Office Phone: (410) 767 3359 FAX: (410) 333 4810 Email: Jcousins@mtamaryland.com |
|---|---|

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3

Task Order Agreement

CATS TORFP # J05B6200011.
OF MASTER CONTRACT # 050R5800338
(for reference only: to be completed after Contract Award)

This Task Order Agreement (“TO Agreement”) is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, MTA.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the MTA, as identified in the CATS TORFP # J05B6200011
 - b. “CATS TORFP” means the Task Order Request for Proposals # J05B6200011, dated March 15th, 2006 including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means John L. Cousins. The Agency may change the Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between MTA and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Ms. Tammi Bolden of the MTA. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated June 10, 2006.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated June 10, 2006.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of fifteen (15) months, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$3,000,000.00. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF
INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

By, John L. Cousins TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4

Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5

Directions to the Pre-TO Proposal Conference

Driving directions for MDOT Headquarters
7201 Corporate Center Dr.
Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 6
NOTICE TO PROCEED

(for reference only: to be completed after Contract Award)

Day Month, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # The Agency may change the

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Day Month, Year**, for the above-referenced Task Order Agreement. Ms. Tammi Bolden of the **MTA** will serve as your contact person on this Task Order Ms. Tammi Bolden can be reached at **telephone # and email address**.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

John L. Cousins
Manager, Contract Administration
Maryland Transit Administration

Enclosures (2)

cc: Ms. Tammi Bolden Manager, Systems Engineering, MTA
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7
AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: CCTV Surveillance System

TO Agreement Number: # J05B6200011

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Ms Tammi Bolden

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3.1.C) OF THE TORFP.
(for reference only: to be completed after Contract Award)

ATTACHMENT 8 ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MTA

Project Name: CCTV Surveillance system

TO Manager: Ms. Tammi Bolden

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement # J05B6200011, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.
(for reference only: to be completed after Contract Award)

ATTACHMENT 9
NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # J05B6200011 for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

Submit as required in Section 1.7 of the TORFP (with Technical Proposal)

ATTACHMENT 10

NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its **MTA** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Project Name** TORFP No. J05B6200011 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

MTA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP
(for reference only: to be completed after Contract Award)

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

| Printed Name and Address of Employee or Agent | Signature | Date |
|--|------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

ATTACHMENT 11

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to oitplo@dbm.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Homeland Security Surveillance Project
TORFP No.: J05B6200011

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
() The subject of the TORFP is not something we ordinarily provide.
() We are inexperienced in the services required.
() Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
() The scope of work is beyond our present capacity.
() Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
() We cannot be competitive. (Explain in REMARKS section.)
() Time allotted for completion of a Task Order Proposal is insufficient.
() Start-up time is insufficient.
() Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
() TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
() MBE requirements. (Explain in REMARKS section.)
() Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
() Payment schedule too slow.
() Other: _____

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor
Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____